



Solanart

General terms and conditions

May 2022

Version 1.1

LEGAL NOTICE

Solanart, a company in formation to be registered to the Paris trade and companies register..

Contact : team@solanart.io

Solanart's website is hosted by Worldstream, Industriestraat 53, 2671 CT Naaldwijk, Netherlands.

Definitions	3
Purpose and scope of the T&Cs	4
Access to the Services	5
For Collectors	5
For Creators	5
Acceptance and amendment of the T&Cs	5
Acceptance of the T&Cs	5
Amendment of the T&Cs; Change to the Services	6
Security	6
NFT features and characteristics	6
Services	6
Intermediation services	6
Offering NFTs	7
Acquiring NFTs	7
Payment terms	7
Price of NFTs	7
Remuneration of Solanart	7
Financial flows on the Marketplace	7
Commitments from Solanart	7
User commitments	7
General commitments	7
Commitments specific to Creators	8
Liability	8
Solanart's liability	8
Disclaimer	8
Limitation of liability	9
Duration, suspension and termination	10
Duration of the T&Cs	10
Suspension	10
Termination	10
Tax and social security obligations	10
Intellectual property	11
Solanart's IP	11
Creator's IP	11
Quiet possession & Indemnification	11
Personal data	12
Miscellaneous	12

Nullity	12
Assignment of the T&Cs	12
Choice of law and competent courts	12

1. Definitions

1. Where drafted in upper case, the following definitions are applicable to the entire T&Cs.

Blockchain	refers to one network of distributed ledger technology connected to the Marketplace, e.g., the Solana blockchain.
Blockchain Address	refers to a unique sequence of numbers, letters and cryptographic functions stored on a Blockchain.
Collector	refers to any natural or legal person buying NFTs on the Primary Market and/or buying and selling NFTs on the Secondary Market.
Crypto-asset	refers to any digital asset operating on a Blockchain, such as a (i) utility token or (ii) a digital asset designed to work as a medium of exchange.
Creator	refers to any natural or legal person who is the <i>prima facie</i> legitimate holder of the File Related Rights attached to one NFT Collection.
File	refers to the file (e.g. JSON file) or digital element of any kind uniquely associated with one NFT and stored on a third-party website.
File Related Rights	refers to the intellectual property rights and in particular image rights, copyrights, <i>droit d'auteur</i> and/or trademarks or any other intellectual property rights recognized in any country or jurisdiction in the world associated with the Files.
Marketplace	refers to the digital marketplace, including its functionalities accessible through the Website.
NFT	refers to a token stored on a Blockchain complying with a “non-fungible” token standard associated with the underlying Blockchain.
NFT Collection	refers to a series of NFTs which belong to the same collection, e.g., by having similar attributes or sold by a Creator in a unique <i>drop</i> .
Primary Market	refers to the primary NFT sales of NFT Collections occurring on the Marketplace, where NFTs are sold by a Creator to Collectors.
Secondary Market	refers to the secondary NFT sales of NFT Collections occurring on the Marketplace, where NFTs are purchased and sold between Collectors.
Solanart	refers to the company referred to in the legal notice.
Services	refers to the intermediation Services provided by Solanart including the services set out in section 7.
Specific Terms	refers to any additional and separate agreement concluded between Solanart and a Creator or Collectors, as the case may be.
T&Cs	refers to these terms and conditions.
Third-Party Service	refers to any service offered on the Marketplace by a third-party.
User	refers to Collectors and Creators.

Wallet refers to a User's personal and non-custodial digital wallet enabling the purchase of NFTs with Crypto-assets.

2. Unless stated otherwise, definitions stated in the singular shall have the same meaning in the plural form.

2. Purpose and scope

3. Solanart operates the Marketplace which is a peer-to-peer online service allowing Collectors to acquire NFTs from Creators and other Collectors. Solanart acts solely as an intermediary, offering a digital infrastructure in order to facilitate transactions on NFTs.
4. The purpose of the T&Cs is to define the conditions under which the Marketplace may be accessed and define the rights and obligations of Users and Solanart in this context.
5. Due to the peer-to-peer nature of the Marketplace, the T&Cs do not govern any relationship of any kind (e.g., contractual) that may arise (i) between Collectors and (ii) between Collectors and Creators. Conversely, the role of Solanart is limited to the operation of the Marketplace and the provision of the Services.
6. As to Creators, the T&Cs may be completed by Specific Terms. In such a situation and in case of contradiction between the T&Cs and Specific Terms, the Specific Terms shall prevail. In particular, the contractual relationship between Creators and Solanart in relation to sales on the Primary Market through Solanart's launchpad are governed by Specific Terms.

3. Pre-contractual information ; warnings

3.1. NFT features and characteristics

7. NFTs act as digital ownership certificates of associated Files and other data. The scarcity, ownership and traceability of an NFT is guaranteed by the underlying *token*, which is different from the Files itself.
8. In a nutshell, the File is a piece of work that might be subject to intellectual property rights and the *token* associated with the NFT may be understood as a certificate of authenticity or at least a mean to transfer the property associated with such piece of work, based on a Blockchain, all of which are digital.
9. Unless otherwise stated by Creators themselves by any means, the purchase of an NFT does not imply the purchase of any File Related Rights, which Collectors understand and agree.

3.2. Use of blockchain and cryptographic technologies

10. Accessing the Marketplace, using the Services, and buying and selling NFTs requires a deep understanding of *blockchain* technologies, digital "non-custodial" Wallets and a good knowledge of the NFT market, in particular of the *Solana* Blockchain and the differences and similarities between existing Blockchains.
11. Users understand that Crypto-assets operate on networks without intermediaries and do not benefit from legal tender, unlike currencies issued by central banks. The legal framework of Crypto-assets and NFTs varies according to the jurisdiction in which Users are located and Crypto-assets and NFTs may be banned or subject to a regulatory framework that could significantly or totally lower their value.
12. Users are also made aware that Crypto-assets and NFTs are digital assets whose value is not inherently guaranteed and depends on unregulated markets (in which fraudulent acts may occur under traditional financial regulation). Users are exposed to high risks of Crypto-assets or NFT's loss of value.

- 13. It is also recalled that services based on blockchain technologies such as the Services are even more exposed to cyber-attacks (ex : phishing) and hacking practices than other services.
- 14. In case of any doubt or if they don't fully understand the proper functioning of blockchains, non-custodial wallets, Crypto-assets or NFTs, Users should refrain from accessing the Marketplace and using the Services.

3.3. Security

- 15. Due notably to the non-custodial features of Wallets, Users and in particular Collectors acknowledge and agree that they are primarily liable for the security of their Wallets, their NFTs, their Crypto-assets, their data and their funds.
- 16. Users must ensure that their Wallet is secure and should never share their Wallet credentials or seed phrase with anyone. Solanart will never ask for the User's credentials associated with a Wallet.
- 17. Solanart does not store any password or seed phrase, nor has any access to any User credentials, except the User's address email when a User willingly decided to share it with Solanart, and therefore cannot be held liable for any security breach attributed to a User.

4. Access to the Services

- 18. The Website and the Marketplace may be accessed by anyone with an internet connection.

4.1. For Collectors

- 19. In order to fully use the Services (e.g., purchase NFTs), Collectors must hold (i) a Blockchain Address (ii) a Wallet associated with such Blockchain Address and (iii) funds in Crypto-Assets associated with such Blockchain Address.
- 20. Compatible wallets that may be used on the Marketplace are listed on the Website.

4.2. For Creators

- 21. In order to register as a Creator and fully benefit from the Services (and in particular offering NFTs on the Marketplace), any natural or legal person must contact Solanart beforehand. Access and use of the Services may be subject to a prior approval from Solanart.
- 22. Creators acknowledge and agree that the use of the Marketplace and access to the Services is subject to the Creator having a legal and tax status (e.g., a company or a regular freelancer status) allowing the regular provision of services in compliance with local laws where he/she operates.

5. Acceptance and amendment

5.1. Acceptance

- 23. These T&Cs apply, without restriction or reservation, to any use of the Services, the Website and the Marketplace. By using the Services, each User fully and unconditionally accepts these T&Cs.
- 24. Each User acknowledges that he/she has the capacity to contract and to use the Services in his/her country, declares that any information provided is accurate and declares that he/she has read and accepted the T&Cs.

5.2. Amendment; Change to the Services

- 25. In order to improve their features and quality, Solanart may regularly modify the Website, the Marketplace and/or the Services. In particular, Solanart may add, remove or replace certain functions at any time.
- 26. Therefore, Solanart may modify the T&Cs from time to time. Users will be informed of changes 14 days before the new version comes into force.
- 27. During this period, any User may terminate the T&Cs, by any means (e.g., by sending an email), provided that, in particular in the case of the Creator, that he/she completes any ongoing Specific Terms or honors any commitment to which he/she has already agreed.

6. Services

6.1. Intermediation services

- 28. Solanart acts as an intermediary between Users by offering a technology facilitating the purchase and sale of NFTs either (i) from Creators to Collectors on the Primary Market (i) between Collectors on the Secondary Market.
- 29. Although Solanart operates the Marketplace and may curate certain Creators, Users understand that they purchase NFTs directly from other Users, and not from Solanart, except as otherwise stated on the Website, and in particular : (i) from Creators on the Primary Market and (ii) from other Collectors on the Secondary Market.
- 30. Services provided by Solanart may evolve from time to time as Solanart may add, remove or delete certain functionalities of the Marketplace.

6.2. NFTs offerings on the Primary Market

- 31. Creators have access to technological tools and in particular Solanart's Launchpad in view of offering NFTs on the Marketplace and receive proceeds of the sale of their own Wallets in Crypto-assets.
- 32. Collectors have access to primary sales of NFT Collections directly from Creators.
- 33. Use of the Solanart's Launchpad by Collectors is subject to Launchpad Specific Terms for (i) Collectors and (ii) Creators.
- 34. In the event where a primary sale of NFTs is canceled on the Primary Market, Collectors may be reimbursed of the NFT purchase price, except Solanart's fees, as indicated on the Website, which they agree and accept.

6.3. NFTs purchases on the Secondary Market

- 35. NFTs are sold on the Marketplace by way of (i) direct purchase and/or (ii) auctions and (iii) direct offer.
- 36. Collectors understand that they enter into a legally binding contract to purchase an NFT when they buy, commit to buy an item, make an offer for an NFT that is accepted, or if they have the winning bid (or if their bid is otherwise accepted),
- 37. NFTs may be acquired with Crypto-assets with a Collector's Wallet or through Third-Party Services which may allow payment by credit cards.

7. Payment terms

7.1. Price of NFTs

- 38. Price of the NFTs are set (i) by Creators on the Primary Markets (ii) by Collectors on the Secondary Market.
- 39. Solanart has no role whatsoever in the determination of the price of NFTs available on the Marketplace.

7.2. Remuneration of Solanart

- 40. In consideration of the Services, Solanart shall be paid of the following fees :
 - Primary Market : fees paid to Solanart are determined in Specific Terms between Solanart and Creators ; and
 - Secondary Market : the fees perceived by Solanart on the Secondary Market appear on the Marketplace at the moment of purchase.

7.3. Financial flows on the Marketplace

- 41. Payments on the Marketplace can be made in Crypto-assets or *fiat* currencies (e.g. euros), through the use of a Wallet or a credit card, with the intermediation of Third-Party Services, as the case may be.
- 42. Collectors understand that when they acquire an NFT :
 - *on the Primary Market* : proceeds of the sale are transferred to the Creator's Blockchain Address, Solanart being paid only a fraction of the amount of the transaction.
 - *on the Secondary Market* : proceeds of the sale are transferred to the Collector selling the NFT, while (i) Solahart is paid only a fraction of the amount of the transaction (the amount of which is detailed on the Marketplace) and (ii) the Creator is also paid a small fee, the amount of which has been set by the Seller and may be found on the Marketplace at the momoment of the pruchase, Solanart having no role whatsoever in the determination of such fee.
- 43. The use of Third-Party-Services is subject to the terms and conditions of those Third-Party-Services.

8. Commitments from Solanart

- 44. Solanart will make its best efforts to make the Marketplace and the Services available to the Users and ensure its accessibility and proper operation.
- 45. To this end, Solanart undertakes to ensure that the Marketplace is accessible 24/7, except in the event of force majeure or unforeseeable and unavoidable behavior on the part of a third party, and subject to potential breakdowns, maintenance interventions and updates required for the proper operation of the Marketplace.
- 46. Due to the specific characteristics of the Internet and telecommunications networks, Solanart cannot guarantee the continuous availability of the Marketplace.

9. User commitments

9.1. General commitments

- 47. Users acknowledge and agree :

- to comply with the laws and regulations in force in the country in which they are located and to refrain from disrupting public order and to avoid violating any legislative or regulatory provisions;
- to implement any measures that might safeguard the security and confidentiality of their credentials, their Wallet or any payment details;
- they are of legal age and have the capacity to enter into an agreement with Solanart and/or the Creators, in accordance with the laws of the country in which they are located;
- to provide information that is truthful, accurate and free from error when interacting with the Marketplace, to keep this information up-to-date throughout their time using the Marketplace and to publish content that meets these same requirements;
- to use the Marketplace in accordance with its intended purpose.

48. Users understand and accept that the following acts are strictly prohibited: any behaviour that disrupts, suspends, slows or prevents the continuity of the Marketplace; the publication of illicit content (for example, pornographic content or content that is in breach of an intellectual property right); any intrusion or attempted intrusion into Solanart's information systems; any action placing a disproportionate load on Solanart's digital infrastructures; any infringement of the security and authentication measures; any act infringing Solanart's rights and financial interests, whether commercial or legal; any copying and/or misappropriation of the Website and/or Solanart's digital infrastructure; more generally, any practice of misusing the Marketplace, for purposes other than those for which it was designed.

9.2. Commitments specific to Creators

49. Creators specifically acknowledge and warrant that ;

- they have a legal and tax status allowing them to have a commercial and/or professional activity and that they will maintain such legal status as long as they use the Marketplace.
- they hold all the rights and authorizations allowing the sale of NFTs, and in particular that they own all the intellectual property rights associated with the Files.
- the NFTs from the NFT Collection are not (i) securities under the U.S Securities Act of 1933 or (ii) equity securities, debt securities or units or shares in undertakings for collective investment under EU Directive 2015/65/EU of 15 May 2014 on Markets in financial instruments.
- they comply with all the legislative and regulatory obligations applicable to their business in the country where they are established, in particular as to (i) reporting obligations or payment declarations in the field of tax and social obligations and (ii) labor or labor-related requirements or any other applicable local regulatory requirements.

10. Liability

10.1. Solanart's liability

10.1.1. Disclaimer

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

51. To the fullest extent permitted by law, Solanart does not represent or warrant that: (i) access to or use of the Services or the Marketplace will be uninterrupted, timely, secure or error-free; (ii) usage data provided by the Services or on the Website will always be accurate; (iii) the Services are free of malwares or other harmful components.
52. Users accept the security risks inherent in the provision of information, online trading on the internet and experimental technologies such as blockchains and non-fungible tokens, and agree that Solanart shall not be liable for any breach of security unless caused by gross negligence on the part of Solanart.
53. Solanart does not have custody or control over the NFTs or blockchains Users are interacting with and does not execute or effectuate purchases, transfers, or sales of NFTs.
54. Collectors bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs that they purchase from Creators or other Collectors using the Services and Solanart makes no claims about :
- the seriousness, professionalism or legitimacy of Creators and NFT Collections sold on the Primary Market, including NFTs or NFT Collections listed on Solanart's Launchpad ;
 - the identity, legitimacy, functionality, or authenticity of Collectors or NFTs sold on the Secondary Market (and any content associated with such NFTs).
55. Some jurisdictions do not allow the exclusion of implied warranties in consumer contracts, so some or all of the above exclusions may not apply to all Users.

10.1.2. Limitation of liability

56. Solanart undertakes to implement all the necessary means to ensure the best delivery of the Services provided. However, Solanart can only be bound by an obligation of best endeavor.
57. In the event of failure of Solanart, it shall be liable only for direct and reasonably foreseeable damage, unless otherwise provided by applicable laws or regulations. Indirect damages that may result from failure or use of the Services are expressly excluded.
58. In any event, Solanart may not, unless otherwise provided by law or regulation, be held liable beyond the total amount of fees paid by the User to Solanart during the last twelve months preceding the incident.
59. In particular, unless otherwise provided by law or regulation, Solanart shall not be held liable for:
- breakdowns or malfunctions of the Services lasting less than 24 hours or that are not the responsibility of Solanart;
 - data, NFTs or Crypto-assets losses of Users not being imputable to Solanart, in particular, but not exclusively, in the event of hacking / phishing of the User's Wallet, due to negligence in the security of its credentials;
 - an unusual or illegal use of the Services offered, by a third party or by a User;
 - Harmful or unintended consequences of the operation of Third-Party Service ;
 - indirect damage resulting from the use of the Services;
 - a malfunction or cyberattack;
 - the harmful consequences of the suspension of an Account ;
 - an adverse event during an auction, both in the course of the process and at the stage of establishing the floor price and the final price; and

- 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 run the Services.

11. Duration, suspension and termination

11.1. Duration of the T&Cs

- ^{60.} The T&Cs are entered into for an indefinite term.

11.2. Suspension

- ^{61.} Without excluding other coercive measures, Solanart may temporarily or permanently suspend a User's Blockchain Address in case of breach of the T&Cs by a User, unfair, fraudulent, criminal or harmful behavior, and in particular but not exclusively, in the following cases:

- the User does not comply with all or part of these T&Cs;
- the User conducts auctions that are not carried out with the aim of purchasing an NFT and prove to be of a nature to disrupt the proper functioning of the Services;
- the User carries out suspicious transactions, in particular by repeatedly buying or selling his/her NFTs at prices that are clearly out of line with the market;
- the User is suspected of fraud;
- the User's credentials (e.g. Wallet, email or payment details) have been compromised;

- ^{62.} In case of suspension, Solanart may inform the User of the measure by any means.

11.3. Termination

- ^{63.} Users may terminate these T&Cs at any time by notifying Solanart at the following address : team@solanart.io

- ^{64.} Solanart may at any time, for any reason and in its sole discretion, terminate these T&Cs and suspend access to 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 without notice, and that Solanart shall not be liable for the consequences of any such suspension or termination.

12. Tax and social security obligations

- ^{65.} Solanart draws the attention of Users that the sale of NFTs is likely, according to the applicable tax legislation, to constitute taxable income, in particular when the sale price of the NFT is higher than its purchase price. Users are strongly advised to contact the competent tax and social security authorities to ensure that they meet their tax and, where applicable, social security obligations.

- ^{66.} It is the Users sole responsibility to declare the income from the sales of their NFTs to the competent tax administration and social security administration.

- ^{67.} Users residing in France for tax purposes can fulfill their tax obligations via the French tax authority's website, www.impots.gouv.fr, and obtain information on the tax regimes that may apply and the tax declaration procedures on the page accessible via the following link: [Comment déclarer mes revenus d'activités annexes telles que le co-voiturage, la location de biens ou d'un logement meublé ... | impots.gouv.fr](#)

68. Users residing in France for tax purposes may, where applicable, fulfill their social security obligations via the social security website, www.urssaf.fr, and obtain information on the social security schemes that may apply and the reporting procedures: [Activités relevant de l'économie collaborative | Urssaf.fr](#)

13. Intellectual property

13.1. Solanart's IP

69. The Marketplace and its functionalities, the Website and any content generated by Solanart are Solanart's sole intellectual property and are protected by all intellectual property rights in force. Access or use of the Services does not grant any right to the Users on these contents.
70. Collectors acknowledge and agree that except as otherwise expressly stated, use of the Services or purchase of an NFT does not confer any ownership or other rights in the content, code, data or other materials on the Website that may be accessed through it nor over the Services.
71. Any use, reproduction or representation in any form of the Marketplace or the Website without the express written permission of Solanart is prohibited.

13.2. Creator's IP

72. Collectors are the sole owners of the *token* associated with the NFT they purchase.
73. As detailed in article 6, it is however recalled that an NFT purchased on the Marketplace may be composed of various elements including but not limited to a (i) a *token* stored on the *Solana blockchain* and (ii) a File, which may refer to various intellectual property rights.
74. Therefore, Collectors acknowledge and agree that except as otherwise expressly stated or granted by Creators, use of the Services or purchase of an NFT does not confer any ownership, intellectual property right or any other right of any kind whatsoever on File Related Rights.

14. Quiet possession & Indemnification

75. It is recalled that Solanart is acting solely as an intermediary between Users and that Creators are the unique holders of the intellectual property that may be associated with the File of the NFT they are selling.
76. Creators and Collectors offering NFTs on Solanart guarantee Solanart against any action, claim, demand or opposition from any individual claiming an intellectual property right arising out of or relating to (i) any claim that the File infringes or misappropriates any confidential information, trade secret, patent, copyright or droit d'auteur, trademark, trade name, or any other legal right of any third party (ii) any claim that, if true, would constitute a breach of the Collectors's commitments set forth in Section 9.2 of the T&Cs, and/or (iii) Users' negligence, malfeasance, violation of law, or any other breach of or default under these T&Cs.
77. If any action is brought against Solanart before any court or tribunal in the world in one of the above situations, the Creator will cooperate with Solanart in all reasonable respects in connection with the defense of any such action. The Creator may upon written notice of Solanart undertake to conduct all proceedings or negotiations in connection therewith and assume the defense thereof, and if it so undertakes, it will also undertake all other required steps or proceedings to settle or defend any such action, including without limitation the employment of counsel satisfactory to Solanart and payment of all expenses as they come due.

78. In such situation, the Creator shall support the financial burden of all the damages to which Solanart may be sentenced by a court decision, final or not final, that would have as its basis the violation of an intellectual property right or any other right related to the File of an NFT listed on Solanart by the Creator.

15. Personal data

79. Use of the Marketplace and the Services may imply the use of personal data from Users.
80. Policies of Solanart in relation to such use are detailed in Solanart's privacy policy available on the Website.

16. Miscellaneous

16.1. Nullity

81. If any provision of the T&Cs is held invalid or void by a modification of legislation, regulation or by a court decision, the remainder of these T&Cs will not be affected thereby as well as compliance with the T&Cs.

16.2. Assignment

82. Users may not assign or transfer the T&Cs to a third party without the prior written consent of Solanart.
83. In the event of (i) a merger by formation of a new company, contribution, partial contribution of assets, merger by acquisition, asset spin-off, or any other operation entailing a universal transfer of Solanart's assets or (ii) any operation entailing a direct or indirect change of control affecting Solanart, the contractual relations will persist without it being necessary to inform or obtain the consent of the Users.

17. Governing Law and Jurisdiction

84. The T&Cs are governed by and interpreted according to French laws.
85. Any conflict or dispute related to the validity, the interpretation, performance, and/or termination of the T&Cs must be submitted to the exclusive jurisdiction of the Commercial Court of Paris (1 Quai de la Corse, 75001 Paris).
86. According to applicable consumer laws, non-professional Users may submit any dispute related to the T&Cs in the jurisdiction where they were living at the moment of the acceptance of the T&Cs or in the jurisdiction where the damage occurred.