

## 1. Terms and Conditions.

This document defines the terms and conditions for the use of the services offered on [www.universumars.com](http://www.universumars.com) (hereinafter "Services"), as well as the definition of the rights and obligations of the parties in this context.

Users are advised that the purchase of digital assets involves risks of capital loss, illiquidity and lack of valuation. Each visitor and user is responsible for carrying out their own due diligence before becoming the owner of a digital asset through the platform [www.universumars.com](http://www.universumars.com)

**2. The operator** of the Site is Universum Ars, SAS, a company with a share capital of 1,000 euros (hereinafter: "UNIVERSUMARS "). UNIVERSUMARS can be contacted using the following data: ● E-mail address: [contacts@universumars.com](mailto:contacts@universumars.com)

## 3. Definitions

The Site allows users (hereinafter: "Customers") to purchase music rights divided into parts (hereinafter: "Track Parts"), receive a pro-rata part of the revenue from the Track to which the rights belong (hereinafter: "Royalties"), and then buy/sell these rights between users on the secondary market (hereinafter: "Marketplace"). Such possibility is realized by entering into an agreement on the platform's website. Such agreement will be stored in the user's personal cabinet on the website and will also be stored in the blockchain of the project <https://arweave.org/> with an indication of the time of conclusion. The client will be able to download this contract either in his personal cabinet or in the blockchain <https://arweave.org/>.

Definitions:

Customer: means any person or entity using the Site to purchase and resell music rights.

Artist: means any person or entity who, as a producer, composer, performer or rights holder, sells music rights in the form of "Track Parts" on the Website.

Music Track: means any phonographic recording, the musical rights to which may be purchased and sold through the Website.

NFT: a unique intangible object that confirms musical rights and ownership of which is recorded on the blockchain in an immutable and inviolable manner and which allows for the identification of its owner. A user who has acquired an NFT will have real ownership of it for an indefinite period of time.

Warning! At the moment the platform provides an opportunity to purchase the rights to tracks by directly concluding a contract on the platform's website, but in the future it will be possible to do so with the help of the NFT.

"Track Parts:

- are the rights to a part of a music track that are directly stated in the contract entered into on the platform's website.

- if the transaction is carried out using cryptocurrency, such rights mean the rights to a part of a music track, which may be included in a unique digital asset (NFT) created in the ERC-721 or ERC-1155 format (this paragraph is not applicable now).

Such rights are intellectual property rights (copyright and related rights). "Track Parts" are created by an artist, producer or composer who wishes to sell a certain percentage of their music rights. "Track Parts" provide a proportionate part of the commercial revenues to its owner. Each owner becomes an economic partner of the artist, producer or composer.

The owner of Track Parts thus receives:

- The intellectual property right granted by the Artist to the User; once acquired, Users will be free to dispose of these "Track Parts", in particular to resell them on the Internal Market or through third-party platforms.

Right to reproduce and make available to the public the Recording.

Wallet: means a personal cryptocurrency storage and transaction service that must be connected to the User's account to access the Services and to store NFTs. The provisions of this paragraph apply only if cryptocurrency has been used.

Services: refers to all services provided by UNIVERSUMARS on the Website.

Website: refers to the Internet site whose address is [www.universumars.com](http://www.universumars.com)

Users: refers to Artists and Clients.

#### **4. Access to the Site and Services**

Access to the Services is provided to Users subject to the restrictions set forth on the Site:

- any natural person with full legal capacity to assume obligations;
- any legal entity acting through a natural person with the legal capacity to conclude contracts in the name and on behalf of the legal entity.

#### **5. Acceptance of the general terms and conditions and registration**

Acceptance of these terms and conditions is confirmed by manually clicking the "Register" button when creating an account on the Site. Such acceptance is full and complete.

5.1 In order to use the Services, the User may register on the Site by filling in the account creation form provided for this purpose.

The User warrants that all information provided in the registration form is accurate, current, sincere and not misleading in any way.

5.2 The User is also responsible for maintaining the confidentiality of their login and password. Regarding authentication in the Wallet, UNIVERSUMARS does not have access to it and does not control its operation in case the transaction takes place with the help of such Wallet (if cryptocurrency was used only).

#### **6. Services**

The User shall access the Services described on the Site in the form and according to the functionalities and technical means that UNIVERSUMARS deems most appropriate. The following is a description of the operation of the Site

##### **6.1 For Customers:**

- The Site offers a list of music tracks to which the Client can purchase and resell the rights to musical works, which can be purchased for a fee in euros (€), US dollars (\$) or even in cryptocurrency (in the near future).
- The Site agrees to pay the pro rata part due, based on the commercial revenues generated by the music track to which the rights belong. This payment is not guaranteed and the Client acknowledges that he/she is aware that the Site deducts a 2% commission on the monetary amount received. In some cases it may be indicated that the obligation to pay royalties is imposed on the artist or his representative or other right holder.

The Client acknowledges that he/she is aware that in order to receive the part of income due to him/her, he/she must connect the Wallet (if cryptocurrency was used) or provide his/her bank payment details. The Client also acknowledges that, despite owning the music rights, if the Wallet (if cryptocurrency was used) is not connected within 20 (months), the Site is entitled to withhold the entire amount due.

- When paying in US Dollars/Euros through the service provider Stripe Payments Europe Ltd, the Customer agrees that the purchased Track Parts are stored in a personal account on the platform's website as well as in the blockchain provided by <https://arweave.org/>.

The Client acknowledges that (if cryptocurrency was used) UNIVERSUMARS , on the one hand, has no authority to control the "Track Parts" contained in the Wallet and, on the other hand, UNIVERSUMARS is not responsible for the management, ownership and custody of these digital assets. The only action that can be performed by the Website is the transfer of NFT to the Client's Wallet. For this purpose, the Client will have to connect their own external Wallet or provide the address of such a Wallet if they wish to receive their Track Parts. The provisions of this paragraph apply only if cryptocurrency has been used.

If payment is made by bank card, the Customer agrees that before payment, he/she agrees to provide his/her name and surname as a party to the contract. The fact of entering this data along with the fact of payment is the fact of concluding the contract electronically. Such agreement will be stored in the user's personal cabinet on the website and will also be stored in the blockchain of the project <https://arweave.org/> with an indication of the time of conclusion. The client will be able to download this contract either in his personal cabinet or in the blockchain <https://arweave.org/>.

- Bank card data is saved and stored exclusively by Stripe Payments Europe Ltd.
- The Client can familiarize himself with the Artist's page and evaluate his potential using the information offered by the Artist.
- The Client, depending on the number and scope of rights held by each Artist, is entitled to receive the Rewards announced by the Artist.
- The Site may specify the amount of Royalties to which the Client is entitled based on the number of Track Parts owned for each Track.
- The Site shall determine the amount of Royalty to which the Customer is entitled, at a predetermined and announced frequency if known.

Customer acknowledges and agrees that UNIVERSUMARS will charge a fee for the collection of royalties collected from Track Parts on Songs on each payment date specified on the Site in the amount of 2% of the amount collected.

- The royalty amount corresponds to the pro rata part of revenue to which the Customer is entitled, after deducting UNIVERSUMARS 's collection fee.

## **6.2.For Artists:**

- The sale of "Track Parts" by the Artist or the Label constitutes a transfer of:
  - ● An intangible property right granted by the Label or the Artist to the User; once acquired, Users will be free to dispose of said "Track Parts", in particular to resell them.
- However, UNIVERSUMARS is not responsible for :
  - The content to which the "Track Parts" refer, in particular any third party claims of infringement of copyright and related rights;
  - the distribution of "Track Parts" other than their sale on the Primary Market;
  - any damages related to the sale on the Secondary Market or on the third party platform of UNIVERSUMARS by any person;
  - economic risks associated with the sale of Track Parts;
  - technological risks associated with the blockchain <https://arweave.org/>;

- legal risks associated with the sale of Track Parts (in particular, the lack of regulation and, as a result, the lack of any guarantees associated with this type of asset in regulated markets, as well as the potential exposure of the Platform to regulatory requirements related to anti-money laundering and terrorist financing).

The Artist assumes full responsibility for the distribution of Rewards to Clients or for announcing the inability to distribute them prior to modification or deletion.

### **6.3 For both types of Users:**

A User may have a profile ("Profile") that can be accessed and modified from his or her Personal Space.

### **7.Prices**

The price of "Track Parts " on primary release is determined solely by UNIVERSUMARS in consultation with the Artists. In the secondary market (or "Marketplace"), prices are determined by holders creating sell orders.

The price of the Services is set forth on the Website and on each Track Parts. The equivalent in US dollars or euros is always indicated.

Commissions are charged exclusively in euros (€).

UNIVERSUMARS charges 2 different interest rates:

- Fee (%) for the initial issuance of Track Parts. This percentage may vary depending on the contracts and framework agreements governing the cooperation between UNIVERSUMARS and the Artist.
- Unless otherwise stated, a 10% commission of the stated value will be charged to the Client (Customer) on the initial sale.
- Variable percentage (%) of transactions made on the secondary market. This percentage may vary depending on the contracts and framework agreements governing the cooperation between UNIVERSUMARS and the Artist.

The price for the Services may be revised by UNIVERSUMARS at any time at its sole discretion. The User will be informed of such revision directly on the Site. The User who does not agree with the new prices must stop using the Services in accordance with the methods provided for in Article 20. Otherwise, the User shall be deemed to have accepted the new prices.

The Customer may refer to the proof of Transaction on the blockchain through Polygonscan's website (<https://polygonscan.com/>) as authentic (if cryptocurrency was used).

### **8. Methods of payment**

Methods of payment for the cost of the Services are described on the Website. Payment is made using the payment service developed by Stripe Payments Europe Ltd. The User guarantees UNIVERSUMARS that he/she has the necessary authorization to use the bank card. He/she undertakes to take the necessary measures so that the automatic debiting of the cost of the Services can take place.

### **9. Explicit waiver of the right of withdrawal**

Users are informed that the right of withdrawal is in principle applicable to service contracts concluded at a distance between the professional and the consumer, and that this right must be exercised within 14 (fourteen) days of the conclusion of the contract.

However, they are expressly informed and agree that the services are provided to them immediately upon registration and are therefore fully performed until the end of the aforementioned termination period.

Consequently, they expressly waive their right of withdrawal, which is thus unenforceable under Article L.221-28 of the French Consumer Code.

## **10. Evidence**

The User expressly acknowledges and accepts:

- that the data transmitted by the User on the Site are proof of the reality of the transactions carried out under this agreement;

## **11. Obligations of the User**

11.1 The User undertakes to comply with the following obligations:

- When using the Services, the User undertakes to comply with applicable laws and regulations, not to violate the rights of third parties and public order. In particular, the User is fully responsible for the proper fulfillment of all formalities, in particular administrative, tax and/or social formalities, as well as for the payment of all fees, taxes or duties of any kind imposed on the User, where applicable, in connection with the User's use of the Services. UNIVERSUMARS shall have no liability in this regard.
- The User acknowledges that he/she has familiarized himself/herself on the Site with the characteristics and limitations, in particular technical ones, of all Services. The User is solely responsible for the use of the Services.
- The User is informed and agrees that in order to use the Services he/she must be connected to the Internet and that the quality of the Services depends directly on this connection, for which he/she is solely responsible.
- The User undertakes to use the Services strictly for personal use.
- The User undertakes to provide UNIVERSUMARS with all information necessary for the proper performance of the Services.

Thus, the User refrains from disseminating, in particular, and this list is not exhaustive:

- pornographic, obscene, indecent, shocking or unsuitable for family audiences, defamatory, libelous, abusive, violent, racist, xenophobic or revisionist Content,
- infringing Content,
- Content that damages the image of a third party,
- Content that is misleading or deceptive, or that suggests or promotes illegal, fraudulent or deceptive activities.
- Content that harms the third party's computer systems (e.g. viruses, worms, Trojan horses, etc.),
- Content for which they do not have the rights to use,

## **11.2 Obligations relating to the Artist**

- Artist authorizes UNIVERSUMARS, without any compensation, to support the sale of his/her Track Parts released in the past.
- Artist acknowledges and assigns to UNIVERSUMARS the exclusive rights to commercially exploit his/her Track Parts indefinitely from the date of first publication of the Track Parts on the website.
- In case of a change in the scope of rights, the Artist must inform UNIVERSUMARS about it by e-mail [contacts@universumars.com](mailto:contacts@universumars.com) The Artist will receive commission income to the wallet (bank account) specified in the Contract between the Website and the Artist.

- The Artist shall independently fulfill the taxation obligations imposed on him/her.

## **12. Guarantees of the User**

### **12.1 Warranties common to all Users**

User releases UNIVERSUMARS from all claims, complaints, suits and/or demands that UNIVERSUMARS may have as a result of User's breach of any of its obligations or warranties under these terms and conditions.

The User agrees to indemnify UNIVERSUMARS for any damages it may suffer and to pay all costs, fees and/or penalties it may incur as a result thereof.

## **13. Prohibited Behavior**

It is strictly forbidden to use the Services for the following purposes

- carrying out illegal or fraudulent activities or activities that violate the rights or security of third parties - undermining public order or violating applicable laws and regulations,

- intrusion into a third party's computer system or any activity intended to harm, control, interfere with or intercept all or part of a third party's computer system, or compromise its integrity or security,

## **14. UNIVERSUMARS Responsibilities and Warranties.**

14.1 UNIVERSUMARS undertakes to provide the Services in good faith and in accordance with the state of the art, it being stipulated that it is subject to obligations of means, except for obligations of result, which Users expressly recognize and accept.

14.2 UNIVERSUMARS disclaims all liability in case of possible loss of information available in the User's Personal Space, whereby the User is compelled to keep a copy and cannot claim any compensation in this regard.

## **15. Intellectual Property Rights**

15.1 The systems, software, structures, infrastructures, databases and content of all kinds used by UNIVERSUMARS on the Website are protected by all applicable intellectual property rights or the rights of database producers.

15.2 The Website is the exclusive property of UNIVERSUMARS . It is protected by copyright, trademark, trade secret and other laws. UNIVERSUMARS owns and retains all rights to the Content and Services. UNIVERSUMARS hereby grants User a limited, revocable, and non-sublicensable license to reproduce and display the Content of the Site (excluding any software code) solely for User's personal use in connection with viewing and using the Site.

## **16. Personal Data**

Capitalized terms are defined in the General Data Protection Regulation ("GDPR") EU 2016/679.

UNIVERSUMARS shall process personal data (hereinafter "Data" or "Personal Data") in the performance of this contract. UNIVERSUMARS undertakes to comply with the laws and regulations applicable to the protection of Personal Data.

The processing of artists' identification data is necessary for the performance of this contract (Article 6.1. b) RGPD). This data is used to ensure the proper operation of the Platform and the provision of the UNIVERSUMARS services specified in Article 1.

Distribution and beneficiary information, as well as information relating to blockchain addresses contained in smart contracts linked to NFT (if NFT was used), does not contain any Personal Data. The processing of this data by UNIVERSUMARS is necessary for the transfer, for each transaction, of the amounts allocated to and agreed with the Beneficiaries.

The data of Users who purchase Track Parts in the form of NFT (if NFT was used) are also processed by UNIVERSUMARS for the creation and enforcement of the Principal Exclusive Benefits and the Principal Goods. Such processing is based on the execution of the contract concluded between the User and UNIVERSUMARS (Article 6.1. b) RGPD).

Basic Goods may include any type of personal data relating to third parties, in particular their voice and image. The processing of such data is necessary for the release and circulation of Track Parts on the Platform, which requires UNIVERSUMARS to access, store and process NFT (if NFT was used).

Depending on the situations indicated, UNIVERSUMARS undertakes to comply with legal and regulatory requirements in this capacity. The aforementioned data will be processed by UNIVERSUMARS only to the extent that such processing is necessary for the purposes it pursues. UNIVERSUMARS undertakes to ensure the confidentiality of the data it is to process and ensures that all its employees and/or any third parties who may have access to said information comply with this obligation. UNIVERSUMARS undertakes to apply all appropriate technical and organizational security measures to guarantee a level of security appropriate to the risks associated with the processing, especially with regard to destruction, loss, alteration, disclosure or unauthorized access to data, accidental or unlawful, taking into account the level of knowledge, the cost of implementation and the nature, scope, context and purposes of the data processing, as well as the risks, the degree of probability and severity of which varies, to the rights and freedoms of Data Subjects. UNIVERSUMARS undertakes to make every effort to keep the personal data processed within the European Union. Data is not transferred to third countries or international organizations.

#### **17. Amendments**

UNIVERSUMARS reserves the right to amend these general terms and conditions at any time. The User will be informed of such changes in any convenient way. Any User who uses the Services after the entry into force of the amended terms and conditions shall be deemed to have accepted these changes.

#### **18. Language**

In case these general terms and conditions are translated into one or more languages, the language of interpretation will be English and French in case of contradiction or dispute about the meaning of a term or provision.

#### **19. Applicable Law and Jurisdiction**

These general terms and conditions shall be governed by French law.

#### **20. Entry into force These general terms and conditions entered into force on 10/02/2025.**