# **RACING SHOE5 by Renault**

#### TERMS AND CONDITIONS OF USE OF THE WEBSITE AND OF SALE OF NFTS

### Intended for consumers

#### **PREAMBLE**

The website <a href="https://nft.renault.com/">https://nft.renault.com/</a> (the "Website") allows NFTs - Non-Fungible Tokens (the "NFTs") of the RENAULT brand to be purchased by any natural person (the "User").

The Website is published and operated by Renault SAS, a French Société par Actions Simplifiée (Simplified Joint-Stock Company) with capital of €533,941,113, entered in the Nanterre Trade and Companies Register under number 780 129 987, whose registered office is located at 122-122 bis avenue du Général Leclerc – 92100 Boulogne Billancourt, represented by its legal representatives domiciled in this capacity at said registered office ("RENAULT").

The director of publication is: Arnaud Belloni

The Website is hosted by the company: Amazon Web Services EMEA SARL

These terms and conditions lay down the terms and conditions for using the Website, as well as the rules applicable to transactions concerning the NFTs offered through the Website (hereinafter referred to collectively as the "**Terms and Conditions**").

Failure to comply with the Terms and Conditions may be penalised by suspension of the user's rights to access and use the Website, immediately and without prior notice, without RENAULT being held liable in this respect and without affecting its legal rights and obligations.

RENAULT reserves the right to update, modify, suspend or delete all or part of the Website and/or its content at any time and without prior notice, without being held liable in this respect. RENAULT reserves the right to amend the Terms and Conditions. In such a case, the new version of the Terms and Conditions shall apply from the date of their publication on the Website.

The User is informed that use of the website and the sale of NFTs are not authorised for nationals of countries under embargo from the European Union or the United Nations or countries where the service and/or sale of NFTs could be considered to be an illegal activity or subject to mandatory authorisation. Any User who is a national of a country other than France is required to obtain information from an authorised legal adviser within the scope of his/her jurisdiction and/or any competent authority regarding the possibility of using the service or acquiring NFTs.

#### 1. GENERAL

The Terms and Conditions apply to any NFT order placed on the Website. When the User places an order on the Website, he/she will be asked to confirm his/her acceptance of the Terms and Conditions.

Some of the provisions contained in the Terms and Conditions may be replaced or supplemented by additional conditions or mentions that will be published on the Website. In the event of a conflict between the Terms and Conditions and any additional conditions or mentions, the additional conditions shall prevail.

By placing an order on the Website, the User confirms that he/she is a non-trader natural person acting in his/her personal and private interests. He/she certifies that he/she has the capacity to enter into a contract and acknowledges having previously read and accepted the Terms and Conditions without reservation at the time of placing the order (the "User").

2. **DESCRIPTION OF THE NFTS** RENAULT puts on sale NFTs in limited quantities at a single price in the form of a digital certificate that backs an object or a work (the "**Operation**").

The number of NFTs offered for sale will be limited to 960 NFTs.

Each NFT will have a unique visual.

The User may acquire 6 NFTs per wallet.

The User is informed that the acquisition of an NFT will only give rise to the transmission of a digital certificate, to the exclusion of any other medium.

The NFT will be registered in the Ethereum blockchain.

Under the Operation, RENAULT will offer for sale six NFT models known as Digital Twins (the "Digital Twin **NFT Models**"):

- NFT model no. 1: red
- NFT model no. 2: blue
- NFT model no. 3: white
- NFT model no. 4: black
- NFT model no. 5: maxi philips edition (blue and red)
- NFT model no. 6: R5 Turbo 3E edition (white, pink and yellow)

Digital Twin NFT Models are distinguished by their colour, size and unique number.

At the time of purchase, the User chooses one of the 6 Digital Twin NFT Models as well as the desired size and provides the delivery address to allow confirmation of the physical order.

The User will receive derivative products created for the RENAULT Operation by

RENAULT from among the following, which will be physical doubles of the Digital Twin NFT purchased ("The Derivative Products"):

- 160 blue physical sneakers
- 160 white physical sneakers
- 160 red physical sneakers
- 160 black physical sneakers
- 160 red and blue physical sneakers
- 160 physical sneakers with a unique design to be created following interaction with the R3NLT community on Discord, inspired by R5 Turbo 3E

The Derivative Product is acquired upon purchase of the Digital Twin NFT on the nft.renault.com platform.

Each sneaker is the physical twin of the purchased NFT, which is a digital artistic representation. The Collective Utility will be associated with a second NFT known as a "digital passport", which will be inseparable from the Collective Utility and will be encoded in the Collective Utility via an electronic chip (NFC) (the "**Derivative Products**").

The User may receive an exceptional utility allocated either by prize draw or competition (according to rules that will be communicated in advance on Discord or through any other platforms to which the User will have access) in a number limited to 6 each for the 960 NFTs (the "Exceptional Utilities"). Exceptional Utilities provide access to experiences and events related to RENAULT.

The details of the NFT Models, the Derivative Products and the different Utilities of the NFTs are available in the appendix.

Under no circumstances may any monetary consideration be requested by the User if he/she does not benefit from the Utilities of his/her NFT.

## 1. PRICE OF NFTS

All the prices indicated on the Website are expressed in Ether (ETH) or FIAT (fiduciary currency) and include all taxes, excluding fees for registration in the Blockchain (*Gas Fees*) for ETH or FIAT purchases and credit card processing fees for FIAT purchases.

For drop 2, the price of one (1) NFT shall be equal to the equivalent of two hundred and sixty-five (265) euros at the time of the Sale.

The User will be informed of the applicable fees when finalising and before confirming the order.

Payment for the NFTs must be made via a Wallet connected to the Website. Payments are debited in Ether (ETH) or FIAT (fiduciary currency).

All invoice requests must be made by email via the "Contact" section of the Website.

To enable RENAULT to raise an invoice, the User acknowledges that he/she is required to send RENAULT the information necessary to draw up the invoice: public address on the Ethereum blockchain, surname, first name, billing postal address, telephone number (optional).

### 3. TERMS AND CONDITIONS OF SALE OF THE NFTS

#### 3.1. DURATION AND ORGANISATION OF THE SALE OF THE NFTS

The Operation begins on 15 May 2023 on the Website. It is organised in three successive periods:

- Period 1 15 May: a pre-sale accessible from 6 pm (CET) exclusively to Users who
  hold a genR5 NFT ("Early Access"), during which the number of purchases of
  NFTs per User will be limited to six (6);
- Period 2 16 May: a pre-sale accessible from 6 pm (CET) exclusively to Users who
  have privileged access ("Early Access"), during which the number of purchases
  of NFTs per User will be limited to six (6);
- Period 3 17 May: public sale at 6 pm (CET) open to all Users without access conditions, during which the number of purchases of NFTs by the User will be limited to six (6). A User who has purchased one (1) NFT during the pre-sale will have the option to buy five (5) NFTs in the public sale.

The Operation ends on 24 May at 6 pm (CET) or before if all of the NFTs for the Operation have sold before 24 May. RENAULT will make every effort to inform Users as soon as possible of any unavailability as soon as all NFTs have sold.

### 3.2. EARLY ACCESS - CONDITIONS

Early Access shall be allocated upstream of the Sale to persons who meet the following two conditions cumulatively:

(1) persons must, on a non-cumulative basis:

- be previously registered on RENAULT's DISCORD (accessible via the following link: <a href="https://discord.gg/r3nlt">https://discord.gg/r3nlt</a>)
- be previously registered on the RENAULT landing page (accessible via the following link: nft.renault.com)
- belong to Web 3 Discord communities in partnership with RENAULT
- belong to communities of influencers on social media in partnership with RENAULT
- have commented on RENAULT's post on Twitter announcing the launch of the Renault NFT operation "The R3NLT NFT by Renault" (the "Eligible Persons")

(2) Eligible Persons must have been selected by RENAULT or its partners according to a number of combined criteria (engagement rate, relevance of the comments, etc.).

The persons selected to benefit from Privileged Access will be contacted via the channel through which they participated (by email if they participated on the RENAULT DISCORD

and on the RENAULT landing page and on the account of the influencer or community, and by private message if they participated on social media).

### 4. NFT ORDERS

### 4.1. CONDITIONS

To place an NFT order, the User is invited to follow the instructions on the Website. He/she shall have the ability to check the details of his/her order, its total price and the transaction costs (Gas Fees) applicable on the Ethereum blockchain, and to modify any errors before definitively confirming the NFT order.

Acquisition of an NFT will be subject to the User holding a crypto wallet (a "Wallet"), without which the transaction may not take place.

The User waives any claim in the event that the NFTs are no longer available on the day he/she wishes to place an order.

RENAULT will make every effort to inform Users as soon as possible of any unavailability as soon as all NFTs have sold.

#### 4.2. ORDER PROCESS

In order to place an order, the User must proceed with the following steps:

### 4.2.1 CONNECTION OR CREATION OF A WALLET

For information purposes, the following Wallets can be connected to the Website:

- Metamask
- Brave
- Wallets supported by WalletConnect
- Coinbase
- Torus
- Web3Auth

The User should ensure that he/she uses an up-to-date version of the Wallet that is compatible with the Website.

## **4.2.2. PAYMENT**

The User has the option of buying an NFT in cryptocurrency or in FIAT (fiduciary currency).

# • NFT Order in cryptocurrency

To place an NFT order in cryptocurrency, the User is invited to follow the steps below:

- 1) connect to the Website
- 2) choose the size for the Derivative Products as well as a customization message that should be encoded in the Derivative Products
- 3) accept the Terms and Conditions
- 4) Create/connect a Wallet on the Website
- 5) Complete the information necessary for delivery of the Derivative Products

- 6) check that the Wallet contains enough Ethers to cover the purchase and transaction costs (gas fees) of the NFT (mint price)
- 7) click on the "Mint" purchase button
- 8) If the KYT is validated in accordance with the COINHOUSE procedure, the payment is authorised and the transaction is validated and sent on the Ethereum blockchain
- 9) receipt of the NFT in the User's Wallet

The NFT assigned at the time of purchase and the Utilities associated with the NFT are accessible in the User's user area on the Website.

# • NFT Order in FIAT (fiduciary currency)

To place an NFT order in FIAT (fiduciary currency), the User is invited to follow the steps below:

- 1) connect to the Website
- 2) choose the size for the Derivative Products as well as a customization message that should be encoded in the Derivative Products
- 3) accept the Terms and Conditions
- 4) Create/connect a Wallet on the Website
- 5) Complete the information necessary for delivery of the Derivative Products
- 6) click on the "Mint" in fiduciary currency (fiat) button
- 7) fill in the online payment form
- 8) if the KYT is validated, the payment is authorised and the transaction is validated and sent on the Ethereum blockchain
- 9) receipt of the NFT in the User's Wallet
- 10) receipt of an email confirming the details of the order and acknowledging receipt.

The NFT assigned at the time of purchase and the Utilities associated with the NFT are accessible in the User's user area on the Website.

### 4.3. REFUSAL OF AN ORDER

Each payment for an NFT via a wallet is subject to a KYT - *Know Your Transaction* - verification, which is a process for verifying the origin of the digital assets involved in a transaction.

The KYT verification assesses whether the purchase of NFTs by the User is legal and is thus not related to financial crimes. The KYT is part of the anti-money laundering and anti-terrorism policies. This process is systematically carried out by RENAULT's payment service providers prior to each NFT sale.

In the event that this process assesses the digital assets transaction involved in the NFT purchase as being illegal or related to financial crimes, RENAULT will refuse the transaction.

This process for verifying the origin of funds will be systematically carried out upstream of each transaction on the Website.

#### 5. OWNERSHIP OF NFTS

Ownership of the NFT will be transferred to the User upon confirmation of payment of all sums due in relation to this NFT.

Only the ownership of the NFT, i.e. an intangible asset, will be transferred to the User.

The acquisition of an NFT does not give the User any property right whatsoever, particularly of an intellectual nature, concerning the NFT-backed object or work, nor for any Derivative Product. Only strictly personal use is permitted.

The User is informed that NFT-backed content may incorporate intellectual property rights of any kind (drawings, illustrations, 3D, soundtracks, original creations, etc.) belonging to RENAULT, its affiliated companies and/or third parties and that it must refrain as a result from any use likely to infringe said rights.

The risk concerning ownership of the NFT will be transferred to the User at the time he/she takes possession of the NFT.

RENAULT guarantees the User that the NFT does not infringe the property rights of third parties on the object or work it backs, intellectual property rights nor rights relating to personality attributes, whether they are the rights of the creators of the object or work, or of third parties.

### 6. RESALE OF THE NFT

The Digital Twin NFT may be resold by the User on any marketplace allowing it and based on the *Ethereum Blockchain*.

The User is informed that at the time of each successive resale, a sum corresponding to five (5) percent of the amount of the Sale will be automatically paid to RENAULT's smart contract, i.e. a total of five (5) percent of the amount of each successive "Collection of Royalties" resale.

The User is prohibited from diverting the Digital Twin NFT in order to circumvent the Collection of Royalties. As such, the User is not authorised to resell the NFT via third-party marketplaces that do not provide for the payment of Royalties. The User acknowledges that the non-payment of Royalties to Renault's smart contract constitutes a breach hereof and exposes it to legal proceedings by RENAULT.

The resale of the Digital Twin NFT on the secondary market does not include the resale or obtaining of the Derivative Product. The resale of the Derivative Product, independently of the Digital Twin NFT, does not result in Collection of Royalties.

# 7. RIGHT OF WITHDRAWAL

Given the particular nature of the NFT that is the subject of the transaction, which assumes instant execution, the User acknowledges that he/she is informed that his/her right of withdrawal may not be exercised as provided for in Article L.221-28 paragraph 13 of the French Consumer Code, the provisions of which are set out below and which he/she expressly declares having read.

Article L.221-28 paragraph 13 of the French Consumer Code:

"The right of withdrawal may not be exercised in respect of contracts:

13. For the supply of digital content not provided on a material medium for which execution has begun after express prior agreement by the consumer and express waiver of the right of withdrawal."

Similarly, Derivative Products may not give rise to the exercise of the right of withdrawal by the User in accordance with paragraph 3 of the aforementioned article:

"The right of withdrawal may not be exercised in respect of contracts:

3. For the supply of goods made to the consumer's specifications or substantially personalised."

#### 8. WARRANTIES - CLAIMS

### **8.1. LEGAL GUARANTEE**

The seller guaranteeing the compliance of the NFTs is:

## RENAULT SAS,

A French *Société par Actions Simplifiée* (Simplified Joint-Stock Company) with capital of €533,941,113,

122-122 bis avenue du Général Leclerc 92100 Boulogne Billancourt

RENAULT is liable for non-compliance of the NFTs. All NFTs supplied by RENAULT benefit from the legal guarantee provided for in Articles 1641 et seq. of the French Civil Code (latent defects guarantee) and Articles L.217-1 to L.217-14 and L.411-1 to L.411-2 of the French Consumer Code (legal conformity guarantee).

When the user acts in legal conformity guarantee:

- he/she has a period of two (2) years from the issue of the NFT to act;
- he/she is exempted from providing proof of the existence of the non-conformity for the twenty-four (24) months following the issue of the NFT.

The legal conformity guarantee applies independently of any commercial warranty granted.

The user may decide to implement the latent defects guarantee for the item sold within the meaning of Article 1641 of the French Civil Code. In this case, he/she may only benefit from the termination of the sale accompanied by reimbursement of the price of the NFT.

In accordance with Article L.217-15 of the French Consumer Code, the provisions applicable to legal guarantees are reproduced in full below:

"Article L.217-4 of the French Consumer Code: The seller shall deliver goods in accordance with the contract and is liable for any non-conformity existing at the time of delivery. He/she shall also be liable for any non-conformity resulting from the packaging, assembly instructions or installation where these are its responsibility under the contract or have been carried out under its responsibility."

"Article L.217-5 of the French Consumer Code:

The goods comply with the contract:

- 1-If they are fit for the use usually expected of similar goods and, where applicable:
- a) if they match the description given by the seller and possess the qualities that the seller has presented to the buyer in the form of a sample or model;
- b) if they have the qualities that a buyer may legitimately expect in light of public statements made by the seller, the producer or its representative, including in advertising or on labelling;
- 2 Or if they have the characteristics defined by mutual agreement by the parties or are fit for any special use sought by the buyer, brought to the attention of the seller and which the latter has accepted."
- "Article L.217-12: The action resulting from the non-conformity is time-barred two years from the delivery of the goods."
- "Article 1641 of the French Civil Code: The seller is bound by the latent defects guarantee for the item sold which render it unfit for the purpose for which it is intended, or which reduce such use so much that the User would not have acquired it or would have paid a lower price if he/she had known about said latent defects."
- "Article 1648 of the French Civil Code, paragraph one: The action resulting from these critical defects must be brought within a period of two years from the discovery of the defect."

## 9.1 COMPLAINTS

Any complaint must be made in advance by email via the "Contact" section of the Website, by email or by telephone to Customer Services, the contact details of which appear at the end of the Terms and Conditions.

If applicable and justified, reimbursement will be made within thirty (30) days of Renault's acceptance, by bank transfer to the card used for payment.

#### 8.2. LIABILITY

The occurrence of all or some of these risks is likely to have an adverse effect on the user and on the NFTs. In addition, other risks, not yet identified or considered as insignificant by RENAULT, on the date hereof could also have an adverse effect.

a. Economic risks and risk of total or partial loss related to the costs of inappropriate transfer to an external Wallet

You are warned that the costs of inappropriate blockchain transfer on transmission of the NFT to a Wallet or congestion of the blockchain network used could compromise the transfer and that the fees and the NFT could be definitively lost.

# b. Volatility risks

You are warned that blockchain transfer fees may vary significantly over time and even during a limited period of time. RENAULT does not have control over this volatility risk and invites the user to wait for transfer fees that it considers acceptable.

NFTs are highly volatile assets. Their value depends on many factors. Their value is not guaranteed and may be or become zero. By purchasing NFTs, the user is exposed to the risk of partial or total loss of the consideration paid for the NFT in question.

#### c. Risk related to NFT valuation

The value of the NFT is essentially a digital collection element value and, on an ancillary basis, potentially a usage value related to Utilities. The valuation of the NFT is not under any circumstances promoted or guaranteed. In addition, changes in the value of cryptoassets, such as Bitcoin or Ethereum, may have a significant impact on the price of NFTs in this emerging market. You are warned that an NFT does not necessarily find a buyer on third-party marketplaces.

### d. Risk related to the absence of a market

You are informed, and acknowledge and expressly agree that RENAULT cannot guarantee the fact of creating an NFT, exhibiting, selling, maintaining for sale or allowing the resale of an NFT on any platform or third-party site.

In addition, the resale or transfer of NFTs, particularly via third-party marketplaces, is not guaranteed. This resale or transfer may be subject to transaction fees (including gas fees), the amount of which varies. This amount may be significant and may limit or prevent the resale or transfer of NFTs.

e. Risk related to non-compatibility with third-party sites and services

The user is warned that the NFT or its metadata created with the service may not be compatible with third-party services.

f. Blockchain risk and risks inherent in NFTs incurred by the user

The shared electronic recording device chosen is the Ethereum public blockchain.

The Ethereum blockchain, like any blockchain operating with a consensus of proof of stakes, may be vulnerable to an attack by 51% or more of the miners. Such an attack could corrupt the data on the Ethereum blockchain.

In addition, the Ethereum blockchain has recently changed its consensus system. This development is likely to cause security risks.

However, the Ethereum blockchain is public and backups of transactions on this platform are carried out regularly. This blockchain and the people participating in its governance have already played a proactive role in repairing the effects of token theft, to the detriment of the continuity of the blockchain, which is likely to create trust without however constituting a guarantee.

RENAULT reserves the right to migrate its services from the Ethereum blockchain to another blockchain or other blockchains, particularly in the event of a security risk or excessive congestion of the blockchain. The migration costs will be borne by RENAULT.

All NFT transactions are carried out through the blockchain, which is an emerging technology that may involve risks such as, but not limited to:

- any malfunction, vulnerability, unintentional function or unexpected operation of the blockchain network may result in an unexpected or unintentional malfunction or operation of the user's NFTs;
- the blockchain network may present gaps, which make it a potential target for specific cybersecurity threats;
- the loss or theft of the means of access, in particular the private key of the user's digital wallet, or the misuse of the digital wallet, may result in loss of access to the NFTs;
- bugs or vulnerabilities with the NFTs, the associated smart contracts or their operation may result in loss of access to the NFTs.

Either of the above situations may result in the loss of value of the NFTs or temporarily or permanently prevent the user from reselling or transferring them.

# q. Risk related to smart contracts

Like with any transaction, particularly NFT transactions, carried out with a smart contract, even if it is standard and audited, a risk of discovery and exploitation of a security breach cannot be excluded. RENAULT declines all liability in the event of an unforeseeable failure related to the smart contract, malfunction, loss of token, incorrect transaction or hacking, but will do its utmost to transmit substitute NFTs to replace the NFTs with the defective code.

# h. Content storage risk

You understand that RENAULT cannot guarantee the proper functioning, stability, display, effective retention or even the maintenance of links to the file stored in the metadata.

You are invited to keep copies of files of the image content of the NFT and metadata using your own storage means. The user understands that RENAULT cannot be held liable in the event of any malfunction of the database.

i. Risks related to the private key and the wallets

You understand that the wallet used must be compatible to receive and transfer NFTs to the Ethereum blockchain.

In the event of transfer of NFTs to an incompatible wallet, the user will normally no longer be able to access the NFTs. This means a total loss of its NFT.

You take full responsibility for the decision as to the choice of the wallet used. You are also responsible for the secure storage of your wallet's private key, which is necessary to acquire, store and operate your NFTs. Loss or theft of the private key is equivalent to the loss of all NFTs allocated to the wallet.

It is recommended to use exchange platforms and browser wallets only to carry out instant transactions and not to keep NFTs. Cold storage or storage in a hardware wallet is preferred.

Users will be solely responsible for the secure storage of the private keys for their digital wallet. RENAULT cannot be held liable for any damage related to (i) the user's digital wallet and its use or (ii) the resale of NFTs on a third-party marketplace.

# j. Risks related to regulatory changes

Legislative, regulatory or related changes to other standards applicable to the activities of RENAULT or its affiliates, and to the NFTs could prevent the continuation of activities and continuity of service.

As the field of blockchain, cryptoassets and NFTs is relatively recent, the regulations in force regularly and significantly evolve internationally. Legislative or regulatory changes could have significant adverse effects on your use of the Website and/or the NFTs, or on RENAULT's operational costs and more generally on the economy of the NFTs. Such changes could result in the limitation, suspension or prohibition of certain activities, which could have an impact on the continuity of the service offered by RENAULT.

You understand that you must comply with the legislation applicable to your country relating to cryptoassets and NFTs.

It should also be noted that regulatory or normative changes could have an impact on the operation of the Ethereum blockchain used for registration of the NFTs, which could generate risks related to trust in the Ethereum ecosystem and costs for RENAULT and for holders of NFTs on this blockchain and justify migration to other blockchains or to digital currencies of central banks.

RENAULT cannot be held liable for the consequences related to legislative and regulatory changes applicable to the use of these new technologies.

### k. Tax risk

The tax risks related to the NFTs relate to the novelty of these assets and their not yet determined legal and tax classification. These risks are mainly linked to the lack of visibility in this area in many national laws due to its novelty and the structurally evolving nature of finance laws.

RENAULT may not under any circumstances be held liable:

- if the user gives false information or enters his/her contact details incorrectly;
- if the user misuses his/her login details or the procedure for placing an order;
- in the event of an obvious error displaying a derisory price;
- in the event of attacks related to the use of web3, such as attacks on the blockchain network (a fork: accidental or intentional split in a blockchain network) or theft of the Wallet's private key, without this list being exhaustive.

At every stage of the online sales process, RENAULT is only bound by a best-efforts obligation. It cannot be held liable for technical or material errors, or any direct or indirect damage such as loss or theft of data, intrusion, viruses, service disruption, other unintended problems or cases of force majeure resulting from use of the Internet network and the Website.

# RENAULT accepts no liability:

- for any interruption of the Website;
- for the occurrence of bugs;
- for any damage resulting from fraudulent intrusion by a third party resulting in modification of the information made available on the Website;
- and more generally for any damage, direct or indirect, regardless of the cause, origin, nature or consequences thereof, caused by anyone accessing the Website or the impossibility of accessing it, as well as use of the Website and/or the credit granted to any information originating directly or indirectly from the latter.

In particular, RENAULT assumes no liability for any damage that may be caused to the user's computer equipment as a result of his/her access to the Website, or use or downloading of any of its elements (data, texts, images, videos or sounds, etc.).

Furthermore, for maintenance reasons, RENAULT may interrupt its service and shall endeavour to notify users in advance. The user acknowledges having verified that the computer configuration used does not contain any viruses and that it is in perfect working order.

Finally, RENAULT cannot be held liable for the delay, loss or poor distribution of an email, nor for its sending or not to an erroneous, usurped or misappropriated email address.

The user acknowledges that RENAULT has fulfilled all of its obligations to advise and provide information concerning the essential characteristics and operating procedures of the Website.

The Website may include links to other websites or other Internet sources. Insofar as RENAULT cannot control these external sites and sources, RENAULT cannot be held responsible for the provision of these external sites and sources, and cannot be held liable for the content, advertising, products, services or any other material available on or from these external sites or sources.

Furthermore, RENAULT may not be held liable for any proven or alleged damage or loss as a result of or in connection with access to, use of or reliance on the content, goods or services available on these external sites or sources.

RENAULT may not be held liable for the direct or indirect consequences of cancellation of an order that is not attributable to it, particularly in the event of disruption to the Website, and in general for any event beyond its control or cases of force majeure. In any event, RENAULT's liability is limited to reimbursement of the sums paid for the acquisition of the NFT and related costs, and without prejudice to its rights and remedies.

#### 9. INTELLECTUAL PROPERTY

All elements (text, logos, images, graphic or sound elements, software, icons, layout, database, etc.) contained on the Website and on the associated sites are protected by national and international intellectual property law. These elements remain the exclusive property of RENAULT, and/or of its partners and suppliers where they hold the related intellectual property rights. Likewise for any Derivative Product obtained as a Collective Utility in the context of the purchase of an NFT.

To this end, without the prior written authorisation of RENAULT and/or its partners and suppliers, the User may not reproduce, represent, adapt, translate and/or partially or fully transform, or transfer to another website, any element comprising the Website.

Failure to comply with this prohibition may constitute an act of infringement involving the civil and criminal liability of its perpetrator.

RENAULT reiterates that any creation of a hypertext link to the home page of the Website or any other page of the Website is subject to the express prior written consent of RENAULT.

It is reiterated, in accordance with Article 6, that acquisition of an NFT does not give the User any property right whatsoever, particularly of an intellectual nature, concerning the object or the work (drawings, illustrations, 3D, soundtrack, original creations, etc.) backed by the NFT.

#### 10. PERSONAL DATA

Groupe Renault, of which RENAULT is a member, constantly ensures compliance with the regulations on the protection of personal data (hereinafter "personal data") and places it at the heart of its ethics. Within the context of the Operation, RENAULT, as data controller, collects personal data directly from natural persons ("Users") within the context of their browsing on the Website and/or the purchase of Digital Twin NFT Models ("direct collection"). RENAULT also collects, where applicable, personal data relating to Eligible Persons from its partners ("indirect collection"). For the purposes of this article, Users and Eligible Persons are collectively referred to as "Data Subjects".

RENAULT processes the personal data of Data Subjects for the purposes and in accordance with the terms (i.e. retention periods, legal bases, recipients, etc.) described in the data protection policy accessible on the Website ("My Personal Data" section). The applicable version of this policy will be that available on the Website, which Data Subjects are invited to consult regularly.

Within the context of the direct collection of personal data, the User is informed that i) the personal data collection of which is mandatory for the provision of a Digital Twin NFT Model is indicated by an asterisk, ii) other data, mainly technical data (namely browser, operating system, time of viewing of the page), is automatically collected by RENAULT within the context of navigation on the Website. To learn more about the personal data collected in the context of navigation on the Website, the User is invited to refer to the "Cookies Policy" accessible on the Website.

In accordance with the applicable regulations, Data Subjects may request to obtain and verify the data that RENAULT holds about them, correct any inaccurate information, erase their personal data, and export a copy of this data to use elsewhere. Data Subjects may also object at any time to certain personal data being used by RENAULT and ask to freeze the use of such data. Finally, in France, the User has a right to define guidelines regarding the future of his or her personal data in the event of his or her death.

To exercise all of these rights with RENAULT, the User may send his/her request by post to the following address: Renault SAS, Legal Department – Data Protection Officer, 122-122 bis avenue du Général Leclerc 92100 Boulogne-Billancourt or by email to the following address: . In order to facilitate its processing, the Data Subject is invited to specify the context of his/her request, namely "R3NLT". Data Subjects also have the right to lodge a complaint with a data protection supervisory authority if they believe that their personal data is processed unlawfully. The right to file such a complaint is understood without prejudice to other administrative or judicial remedies.

#### 11. ENTIRE AGREEMENT

In the event that one of the clauses of the Terms and Conditions is null and void for any reason whatsoever, the validity and compliance with them shall not be affected.

Failure by RENAULT to exercise its rights under this Agreement does not amount to a definitive waiver of these rights.

### 12. GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by French law. If the User is a consumer habitually resident in a country of the European Union (EU), the User also benefits from rights protecting him/her under the mandatory provisions of the law applicable in his/her country of residence.

In the absence of an amicable settlement, disputes relating to orders placed on the Website fall under the jurisdiction of the French courts, notwithstanding multiple defendants or introduction of third parties. Consumers residing in an EU country may also bring legal action in their country of residence.

Without prejudice to any legal action, RENAULT is not required to allow the User to benefit from any promotional discount whatsoever, including sponsorship vouchers, free delivery, etc.

#### 13. MEDIATION

In accordance with Article L.616-2 of the French Consumer Code, RENAULT informs the User of the existence of the platform put online by the European Commission, the purpose of which is to collect any complaints arising from an online purchase made by European consumers and then send the cases received to the competent national mediators. This link is available at https://ec.europa.eu/consumers/odr/.

# 14. CONTACT

For any information, complaint or question relating to the sale of NFTs (after-sales service) and the Terms and Conditions, you can contact us:

- By Discord or by email, to the address for the after-sales service: support@renaissance.land
- By post, at the following postal address for all requests relating to these Terms and Conditions: Renault SAS, Legal Department - Data Protection Officer, 13/15 quai le Gallo 92100 Boulogne-Billancourt.