

ANY USE MADE IN ANY CAPACITY WHATSOEVER OF THE PLATFORM IMPLIES UNRESERVED ACCEPTANCE BY THE USER OF THESE TERMS OF USE (TOU).

SECTION 1. PURPOSE

NUMISTA, a French simplified joint-stock company with a single shareholder, registered with the Trade and Companies Register of Antibes under number 827 463 183, whose registered office is located at 1 Avenue des Frères Olivier 06600 ANTIBES, FRANCE (hereinafter "NUMISTA" or the "Operator") publishes and operates the NUMISTA Platform, which is accessible at the following address: <https://en.numista.com/> (hereinafter "the Platform").

The purpose of these Terms of Use entered into between the Operator and the User is to set out the contractual provisions relating to the respective rights and obligations of the Parties in the context of the use of the Platform and all the Services offered on it.

The Platform offers various features to Collectors as well as a service by which Collectors will be put in contact with each other for the exchange of coins and banknotes.

In this context, we remind you that the Operator acts:

- As an online platform operator, as a simple technical intermediary. Its role is limited to the hosting of the collaborative catalogues and the matchmaking of the Collectors.
- As a service provider in the context of the provision of various features to Collectors.

These Terms of Use do not govern the terms and conditions of subscription to the services offered by the Operator on a fee basis.

SECTION 2. DEFINITIONS

The terms, mentioned below, have the following meaning in these Terms of Use:

- **"Account"**: means the interface allowing the Collector to access his/her personal space, in which all the data provided is grouped. The Account is accessed *via* the Identifiers.
- **"Active Collector"**: means any Collector who has logged into their Account in the last 90 days and who meets at least one of the following two conditions: to be registered less than 90 days ago or to have made a Swap in the last 240 days.
- **"Administrator"**: means any registered Collector with the role of referee. The Administrator administers the coins and/or banknotes of one or more countries, on a voluntary basis.
- **"Catalogue"**: means the collaborative catalogue of the Platform which allows sharing and spreading numismatic knowledge. The Catalogue is composed of Catalogue Pages.
- **"Catalogue Page"**: means any Catalogue Page that describes the types of coins, banknotes and exnumia items for encyclopaedic purposes. Each Page of the Catalogue is checked by an Administrator.
- **"Collectible"** means any coin, banknote or exnumia item in a Collector's collection.
- **"Collector"**: means any natural adult person, who warrants being a consumer as defined by the legislation and French case law. As such, the Collector acts apart from any usual or commercial activity. The Collector has an Account on the Platform in order to access the various Services.
- **"Content"**: means all information, texts, logos, trademarks, animations, designs and models, photographs, data, hyperlinks, and in general all elements and content of the Collector published on the Platform.

- **"Identifiers"**: means the Collector's username and password, necessary to access his or her Account on the Platform.
- **"Moderator"**: means any registered Collector having the role of moderator. On a voluntary basis, the Moderator moderates the contents of the forum and can issue warnings concerning certain Collectors.
- **"Parties"**: collectively, means NUMISTA and the User together. In the singular form, it means only one of the two Parties.
- **"Platform"**: means the NUMISTA Platform accessible at the following address: <https://en.numista.com/>. The Platform includes all the web pages, Services and features offered to Users.
- **"Premium Subscription"**: means the service allowing any Collector to benefit from the Platform's Services by enjoying privileged conditions (no advertising and additional storage space).
- **"Registration"** means the registration of a Collectible by a Collector. The Registration is linked to a Catalogue Page and contains additional information indicated by the Collector.
- **"Services"**: means all the services offered by NUMISTA to the Users through the Platform.
- **"Subscriber"**: means a Collector who has subscribed to a Premium Subscription with NUMISTA in order to benefit from Additional Services.
- **"Swap"**: means the exchange of Collectibles between two Collectors via the Platform.
- **"Terms and Conditions of Subscription"**: means the terms and conditions governing the subscription to the Premium Subscription.
- **"Terms of Use" or "ToU" or "Contract"**: means these contractual terms and conditions made available on the homepage of the Platform, in order to govern the use of the Platform by any User.
- **"User"**: means any person who accesses to and browses the Platform, whether he or she is an Administrator, a Collector, or a simple Internet user.

SECTION 3. ACCEPTANCE OF THE TERMS OF USE

The use of the features of the Platform and the Services implies the acceptance of these Terms of Use.

Thus, the User must read these Terms of Use carefully when accessing the Platform and is invited to download, print and keep a copy.

These ToU are available at the bottom of each page of the Platform *via* a hypertext link and can thus be read at any time.

SECTION 4. TECHNICAL SPECIFICATIONS

By using the Platform, the User acknowledges that he/she has the necessary means and skills to use the features offered on the Platform.

The equipment required to access and use the Platform is at the User's expense, as are any telecommunications costs incurred by its use.

SECTION 5. ROLE OF THE OPERATOR

Section 5.1. Content of NUMISTA's intervention

NUMISTA can play two distinct roles on the Platform:

Section 5.1.1. Intervention as a simple intermediary

The Platform published by NUMISTA proposes a matchmaking service, by electronic means, to the Collectors allowing them in particular to exchange Collector's Items.

NUMISTA has no control over the execution of the exchange of Collectibles and does not intervene in the relationship between the Collectors.

The Registrations of Collectibles are established by the Collectors.

NUMISTA is paid by advertising and through a Premium Subscription offered to Users, whose subscription is governed by the Terms and Conditions of Subscription.

Section 5.1.2. Intervention as a service provider

NUMISTA also proposes directly on the Platform other Services for Collectors.

Section 5.2. General pre-contractual information obligation: fairness, clarity and transparency

Section 5.2.1. General provisions

As an online platform operator, NUMISTA acts in a neutral, clear and transparent way.

NUMISTA does not have any capital link or any legal dependence with one of the Collectors referenced on the Platform which would influence the classification or the referencing of the Collectibles.

The Collectibles and more precisely the Catalogue Pages are presented to internet users on the Platform according to the User's choice:

The default sorting is as follows: by country of issue (alphabetical order), by quotation (chronological order), by face value, by date, by commemorated event and by title.

On each Catalogue Page, an extract of the list of Collectors offering this type of Collectible Object is presented in random order. It is possible to access the details by year of issue. For each year of issue, the Collectors are displayed in random order.

On the page that displays all Active Collectors who offer Collectibles for trade:

The default sorting is random, but it is possible to sort by alphabetical order of the User's name, by rating following the evaluations of the Swaps, by country, by number of Collectibles offered by the Collectors and which could be of interest to the User (according to the defined wishes), the number of Collectibles offered for Swap by the User and which could interest the Collector (according to the defined wishes), by date of registration on the Platform, and by distance (according to the location provided by the Collector and that of the User).

It is specified that Collectors who meet one of these criteria are never listed on the Platform:

- A Collector who has indicated in the configuration of his/her Account that he/she does not wish to trade;
- A Collector who has an average rating of 2.5 / 5 or less;
- A Collector who has a warning on his or her profile as described in section 8.2.4 of these ToU;
- A Collector who has not logged into his or her Account in the last 365 days.

If the number of unique monthly visitors on the Platform is greater than five million, NUMISTA will publish a charter of good practices that it undertakes to respect as an online platform operator.

Section 5.2.2. Financial transparency

In accordance with Section 242 bis of the French General Tax Code, NUMISTA must, at the time of each transaction carried out by its intermediary, communicate to the Collectors, fair, clear and transparent information on the tax and social obligations which fall to them. Appendix 1 of these Terms of Use specifies these obligations by referring to the French administration's websites to comply with them.

- Where applicable, in January of each year, provide each Collector with a summary document of transactions and the overall turnover achieved by the Collector through the Platform during the previous year.
- Where applicable, before 31 January of the year following the year for which the information is provided, send the French tax authorities a summary containing the information provided in the summary document sent to each Collector. The Collector is informed that NUMISTA will be required to communicate to the tax authorities the following information:
 - The number and total gross amount of transactions made by the User during the previous calendar year, indicating the amount of transactions taxable in France separately;

- If known by the Operator, the details of the bank account to which the User's income is paid.

SECTION 6. ONLINE REVIEWS

Once an agreement has been reached with a Collector, the other Collector can leave a review of their exchange experience.

The Collector will be able to indicate a rating between 0 and 5 stars and post a comment.

The review will be visible on the rated Collector's profile page.

If the rating is less than 5 stars, the rated Collector may post a response below the rating.

In addition, the Collector may also rate an outing by indicating a title, a rating and a comment within the dedicated tab of the Platform.

As part of the publication of online reviews carried out on the Platform, the Operator hereby expressly undertakes to provide Users with fair, clear and transparent information on the methods of publication and processing of online reviews. In this respect, NUMISTA undertakes to display the date of the notice and any updates.

In case of control of the reviews, the Operator undertakes to ensure that the processing of personal data carried out within this framework complies with the French Data Protection Act No. 78-17 of 6 January 1978 ("*loi informatique et libertés*"), as amended, and the GDPR.

No compensation is provided by NUMISTA in exchange for the publication of a Collector's review.

The maximum period of publication of a review is 365 days.

The maximum period of retention of a review on the Platform is 3650 days.

Finally, NUMISTA provides a free feature that allows any User to report a problem on a review, by sending an email to postmaster@numista.com

A posteriori, and in case of a relevant report, NUMISTA undertakes to remove a review if it:

- Does not comply with these Terms of Use;
- Contains abusive, defamatory, racist or illegal content.

The reviews can be modified at the request of the author of the review. In this respect, the author shall contact the Operator by private message on the Platform in order to request the modification.

SECTION 7. COLLECTOR ACCESS AND ACCOUNT CREATION CONDITIONS

Any User can access the Platform and benefit from the Services described in section 8.1 of these ToU.

In order to benefit from all the Services offered on the Platform and to be able to trade with other Collectors, the User must first create an Account to become a Collector.

Account creation on the Platform as a Collector is free.

To create an Account, the User is invited to click on the "Register" button and to complete all the required information. The Username and the password chosen will constitute the Identifiers.

The User wishing to become a Collector must provide the Operator with accurate, fair and up-to-date data, which does not infringe, in any way whatsoever, the rights of third parties and communicate to the Operator any necessary update of the data communicated upon Account creation.

Finally, the User shall validate these ToU before finalising his or her account creation.

The Collector will then receive a confirmation email allowing him or her to activate his or her Account.

The Collector agrees to create only one Account on the Platform. The Operator will not be liable in any way for the harmful consequences that could result from the use of multiple Accounts for a single Collector.

The User is entirely responsible for the accuracy and updating of the data communicated in the context of the opening and management of his or her Account.

Section 7.1. Identifiers

The Collector shall be solely liable for the use of his or her Identifiers or actions taken through his or her Account.

In the event that a Collector discloses or uses his or her Identifiers in a manner contrary to their intended purpose, the Operator may suspend the Account.

Under no circumstances shall NUMISTA be held liable in case of theft of a Collector's identity. Any access and action carried out from a Collector's Account will be presumed to be carried out by this Collector, insofar as the Operator is not obliged to and does not have the technical means to ensure the identity of persons accessing the Platform from an Account.

Any loss, misappropriation, or unauthorised use of a Collector's Identifiers and their consequences are the sole responsibility of the User, who is required to notify NUMISTA, without delay, by email sent to the following address: postmaster@numista.com.

Section 7.2. Unsubscribing

The Collector may close his or her Account at any time. The Collector must connect to his or her Account, click on "Settings", and then on "Close my account".

The Account will be immediately deactivated.

SECTION 8. SERVICES

Section 8.1. Services offered to all Internet users

Without being registered on the Platform, any internet user can benefit from the following Services:

Section 8.1.1. Consulting the Catalogue

From the Platform, the internet user can consult the Catalogue of coins and banknotes proposed on the Platform by Collectors.

To narrow its search, the internet user can filter the results of the Catalogue Pages and choose only certain categories (continent, period).

The internet user can also add criteria to its search (e.g., type, reference, vintage, weight, diameter or length/width, inscription, etc.) or view Collectibles recently added to the Catalogue.

Users may view Collectibles.

Section 8.1.2. Viewing Collector Registrations

Users may view Collector Registrations.

More precisely, the Collectibles offered for exchange on the Platform are visible either on the list of Collectibles of each Collector, this list being accessible from his or her profile and from the "Swaps" page, or on the list of Collectibles offered for exchange for a given type of coin or banknote, accessible from the Catalogue Page describing this type of coin or banknote.

Section 8.1.3. Consulting the forum

By clicking on the "Forum" tab, internet users can consult the messages published on the Platform's forum but will not be able to reply to them without having an Account.

Section 8.1.4. Consulting Numisdoc

From the dedicated tab, the users can consult the articles published in Numisdoc concerning the following topics

- Dates and calendar
- Numista documentation
- Numismatic encyclopaedia
- Country Pages
- Tools and practical advice.

Internet users can also search for content using the Platform's search engine.

To be able to write an article, the user must be registered on the Platform.

Section 8.1.5. Consulting of Outings

By clicking on the "Outings" tab, any Internet user can access the numismatic outings identified. They can also customise their search according to the place, dates and type of outing (fair, expo, shop, market, museum, auction, and Numista outing).

To report an outing, the user must have an Account on the Platform.

Section 8.2. Services offered to any Collector with an Account on the Platform

In addition to the Services available to any internet user, any Collector registered on the Platform will have access to the following additional Services:

Section 8.2.1. Addition of Pages to the Catalogue

The Collector can create Catalogue Pages describing the types of coins and banknotes for encyclopaedic purposes.

The Catalogue Pages will be checked by an Administrator in order to verify the accuracy of the data by crossing the information with various numismatic sources. The Administrator also enforces the recommendations of modification of the Catalogue.

For more details, the User is invited to consult the following page:

https://en.numista.com/numisdoc/articles/catalogue_guidelines.php.

Section 8.2.2. Registration of the collection

Any Collector may enter his or her collection of Collectibles into the Platform.

The Collector may associate each Registration with a Catalogue Page and complete it with additional information about the Collectible (condition, commentary, availability for exchange etc.)

For more details, the Collector can consult the page accessible at the following address:

<https://en.numista.com/numisdoc/add-your-coins-to-your-numista-collection-a-quick-tutorial-144.html> .

The Collector must complete the form to request the addition of a coin or banknote and create or modify a previous Registration.

The photographs of the Collectibles may come either from the Collector himself or herself, who may indicate his or her name in the credit line under the photograph, or from NUMISTA's partners who authorise the Collector to reuse said photographs free of charge on the Platform. In this second case, the Collector will select the website of origin, which will result in the display of a link under the photograph.

The Administrators do not validate the Registrations made by the Collectors.

The Collector's coins and/or banknotes must be entered in order to proceed with Swaps.

Section 8.2.3. Management of the collection

In accordance with Section 8.2.2. hereof, the Collector may register his or her Collectibles on the Platform and specify the type of coin or banknote, the condition, photographs and comments. There is no limit to the number of Collectibles that may be added to the Platform by each Collector.

Thus, the Collector has the possibility to manage his or her collection by keeping the inventories accessible online and by storing his or her comments and photographs. The photographs are limited to a total of 500 Mb. By subscribing, the Collector will have more storage space.

The Collector may at any time consult his or her collection of Collectible Items using the "My coins", "My banknotes" and "My exnumia" links accessible on his or her Account. Only applicable links are displayed. If the Collector has not saved any coins or banknotes, only the "My coins" link will be displayed.

The Collector can also view a dashboard with various statistics and data on his or her collection and export this information in an Excel document.

Section 8.2.4. Swaps of Collectibles

General provisions

Through the Platform, NUMISTA puts Collectors in contact with each other in order to carry out exchanges.

Collectors are reminded that **presenting oneself as a consumer while acting in the context of a regular or usual professional activity may be considered as a misleading commercial practice** punishable by 2-year imprisonment and a fine of 300 000 euros.

The amount of the fine may be increased in proportion to the benefits derived from the offence, to 10% of the average annual turnover, calculated on the last three known annual turnovers at the date of the facts or to 50% of the expenses incurred for the implementation of an advertisement or the practice constituting this offence

(Section L.132-2 of the French Consumer Code)

Any Collector has the possibility to exchange Collection Items from his or her collection registered on the Platform or to enter new Collection Items to be exchanged.

They can also define the criteria for the coins they wish to exchange with another Collector.

To find another Collector wishing to exchange his or her Collection Items, the Collector may either:

- Consult the list of Active Collectors, which may be sorted in accordance with the provisions of Section 5.2.1. of these ToU; or
- Consult a Collectible on the Catalogue in order to get acquainted with the Collector.

Collectors can then access a dedicated interface on the Platform, allowing them to select the Collectibles for the Swap and validate the Swap. At this stage, the Collectors can discuss the terms of the Swap via a private message service and communicate their addresses to each other.

There can be no financial consideration in the context of the Swap.

The Collectibles are then generally sent by post by the Collectors.

Moderation of Swaps and fight against fraud

The Operator is only an intermediary in the context of the matchmaking of the Collectors carrying out a Swap and that does not intervene within the scope of this Swap of Collectibles.

As part of the fight against fraud, NUMISTA implements the following means:

- The display of the reviews of each Collector on the page of their profile;
- The display of the number of Swaps considered as being "in progress" (i.e., confirmed but not yet reviewed);
- The possibility for any Collector to report another Collector whose behaviour seems suspicious. In this case, the teams of Moderators may, if necessary, add a warning message to the profile of the Collectors concerned;
- Mechanisms are implemented by NUMISTA in order to detect a Collector having a warning and opening other Accounts on the Platform. Automatic warnings may be added.

Section 8.2.5. Reviews

In accordance with Section 6 hereof, the Collector may publish a review on the Platform.

Section 8.2.6. Publications on the Forum

The discussion forum allows Collectors to discuss on the Platform and, more specifically, to share information or ask questions related to coins and banknotes and to propose improvements or corrections to the Platform.

Any Collector will be able to post messages on the forum.

Volunteer moderators enforce the [forum's user's charter](#), which invites, in particular, to be courteous.

Any message that is aggressive, political, commercial or disclosing the personal information of other Collectors, and more generally not respecting the provisions of Section 9.1. of these ToU will be deleted.

The Moderators may also deny access to the forum to Collectors who do not respect the forum's user charter, either temporarily or permanently.

Section 8.2.7. Publication of Numisdoc

Numisdoc is a collaborative encyclopaedia composed of articles on various topics related to numismatics, coin and banknote collections and the use of the Platform.

Any Collector can publish an article within Numisdoc, bearing in mind that any article is read and, if necessary, corrected by a Moderator before publication.

Section 8.2.8. Publication of Outings

The Platform proposes a space dedicated to the census of places and outings dedicated to coins and banknotes.

Any Collector can suggest an outing on the Platform, bearing in mind that all content is reviewed and if necessary corrected by a Moderator before publication.

Collectors may indicate the outings to which they plan to participate.

In accordance with Section 6 hereof, any Collector may review an outing.

Section 8.2.9. Messaging

From the "Messages" tab accessible on his or her Account, the Collector may send private messages to other Collectors.

Section 8.2.10. Updating personal information and profile

From his or her Account, the Collector can update his or her personal information as well as the information on his public profile, accessible on the Platform.

From this tab, the Collector may choose a privacy option so that his or her Collectibles and related information are visible to any internet user, only to Collectors, or only to the Collector.

Section 8.3. Services offered as part of the Premium Membership

Optional Services (*no advertising and 10 GB of storage space*) are offered to Collectors who have taken out a Premium Membership.

To find out the corresponding financial terms, the Collector is invited to make a request by sending an email to the Operator at the following address: postmaster@numista.com

Subscription to a Premium Membership is governed by the Terms and Conditions of Subscription.

Section 8.4. Services offered to Administrators and Moderators

As a referee, every Administrator has an interface on the Platform dedicated to the administration of coins and banknotes of one or more countries. From this space, the Administrator can check the Catalogue Pages and accept or refuse them.

The Administrator will be able to modify the Catalogue Pages relating to the coins and/or banknotes of the countries for which he or she is in charge.

The Moderators have access to features that allow them to moderate the contents of the forum or to ban Collectors. From a dedicated validation space, the Moderators can also validate the contents of Numisdoc and the releases.

SECTION 9. OBLIGATION OF THE PARTIES

Section 9.1. Obligations of the Users

When using the Platform, each User must not undermine public order and must comply with the applicable laws and regulations in force, respect the rights of third parties and the provisions of these Terms of Use.

Each User must :

- Behave in a fair and lawful manner towards the Operator, other Users and third parties;
- Be honest and sincere in the information provided to the Operator and, if applicable, to other Users;
- Use the Platform in accordance with its purpose as described in these ToU;
- Not divert the purpose of the Platform to commit crimes, misdemeanours or offences punishable by the French Criminal Code or any other law;
- Not carry out substantial or repeated extraction of the content of the Platform by infringing the rights of producer of database of NUMISTA;
- Respect the privacy of third parties and the confidentiality of exchanges;
- Respect the intellectual property rights of the Operator concerning the elements of the Platform and if necessary, the intellectual property rights of other Users;
- Not seek to undermine the automated data processing systems implemented on the Platform, in particular through practices such as scrapping, in accordance with Sections 323-1 et seq. of the French Criminal Code;
- Not modify the information put online by the Operator or by another User;
- Not use the Platform to send unsolicited mass messages (advertising or otherwise);
- Not publish data that would diminish, disorganise, slow down or interrupt the normal operation of the Platform.

Pursuant to the legal and regulatory provisions in force and in accordance with the French Act of 29 July 1881 relating to the freedom of the press, the User must not publish messages or information:

- Constituting wrongful denigration of the Operator or the Platform's Users;
- Contrary to public order and morality;
- Of a pornographic nature;
- Insulting, defamatory, racist, xenophobic, revisionist or damaging to the honour or reputation of others;
- Inciting discrimination, hatred of a person or a group of persons because of their origin or their membership or non-membership of a particular ethnic group, nation, race or religion;
- Threatening a person or a group of persons;
- Of a paedophilic nature;
- Inciting to commit an offence, a crime or an act of terrorism or condoning war crimes or crimes against humanity;
- Inciting to suicide;
- Allowing third parties to obtain directly or indirectly hacked software, software serial numbers, software allowing acts of hacking and intrusion into computer and telecommunications systems, viruses and other logic bombs and in general any software or other tool allowing to infringe the rights of others and the security of persons and property;
- Of a commercial nature (prospection, solicitation, prostitution, etc.).

Section 9.2. Obligations of NUMISTA

The general obligation of the Operator is a best-effort obligation. NUMISTA has no obligation to achieve a result or reinforced best efforts of any kind.

The Operator will undertake to use all means to ensure continuity of access and use of the Platform 7 days a week and 24 hours a day.

However, NUMISTA draws the attention of the Users to the fact that the current communication protocols via the Internet do not allow to ensure the transmission of electronic exchanges (messages, documents, identity of the sender or the recipient) in a certain and continuous way.

In addition, in accordance with the provisions of Sections L.111-7 *et seq.* of the French Consumer Code, as an online platform operator, NUMISTA must provide clear, transparent and fair information on the terms and conditions of its intervention, in particular within Section 5.2. of this Contract.

SECTION 10. LIABILITY

Section 10.1. General principles

NUMISTA is not liable in particular in case of:

- Impossibility to temporarily access the Platform for technical maintenance operations or updating of published information. The Users recognise that they cannot seek the liability of the Operator in case of dysfunctions or interruptions of the aforementioned transmission networks;
- Virus attacks, illicit intrusion into an automated data processing system;
- Abnormal use or illegal exploitation of the Platform by a User or a third party;
- In relation to the content of third-party websites to which hyperlinks on the Platform refer;
- Non-compliance with these ToU attributable to Users;
- Delay or non-performance of its obligations, when the reason of the delay or non-performance is related to a case of force majeure as defined in Section 11 of these ToU;
- External cause not attributable to the Operator;
- Unlawful act by a Collector, or contractual breach of contract for which a Collector is responsible in the context of the exchange of a Collectible;
- Damages or financial loss from the User resulting from the usage of the Content, in particular in case of erroneous or out-of-date valuations or rarity information on Catalogue Pages;
- Any problem encountered during the performance of the Swap by the Collector.

In the event of abnormal use or illicit exploitation of the Platform, the User is solely liable for any damage caused to third parties and for the consequences of any claims or actions that may result from this.

Section 10.2. Hosting provider status

The Users recognise that NUMISTA has the quality of host within the meaning of the Section 6 I 2° of the French Act No. 2004-575 of 21 June 2004 related to the trust in the digital economy known as “*Loi pour la confiance dans l'économie numérique*” or “*LCEN*”.

As such, the Operator may remove any content that will have been reported to him and that it will consider as obviously illegal within the meaning of Section 6 I 2° of the LCEN.

The notification of the obviously illegal contents by a User or any other third party must be done by electronic mail to the address postmaster@numista.com or by registered letter with acknowledgement of receipt to *NUMISTA - 1 Avenue des Frères Olivier - 06600 ANTIBES, FRANCE.*

In accordance with Section 6 I 5° of the LCEN, the notification, to be valid, must include the following elements:

- The date of the notification;
- If the notifying party is a natural person: surname, first names, profession, domicile, nationality, date and place of birth; if the applicant is a legal entity: its form, corporate name, registered office and the legal representative body;
- The name and domicile of the recipient or, if it is a legal entity, its name and registered office;
- The description of the litigious facts and their precise location;
- The reasons for which the content must be withdrawn, including the mention of the legal provisions and the justifications of facts;
- A copy of the correspondence addressed to the author or publisher of the litigious information or activities requesting their interruption, withdrawal or modification, or the justification that the author or publisher

could not be contacted.

Section 10.3. Disputes between Collectors

Any dispute arising between Collectors will be dealt with between them, the latter remaining solely responsible for the Swap of Collectibles carried out via the Platform.

For any claim made by a Collector, the other Collector concerned will be informed within twenty-four (24) business hours by the Operator.

In any event, the Collector must respond to this claim within forty-eight (48) working hours of notification of the claim.

Concerned about the image of its Platform, the Operator invites the Collector to do its best to amicably settle any dispute between him or her and the other Collector.

Section 10.4 Social and tax responsibility

All Users warrant that they comply with their social and tax obligations arising from the use of the Platform and the exchange of Collectibles.

In this respect, all Users are invited to consult Appendix 1 and, if necessary, with the tax authorities.

SECTION 11. FORCE MAJEURE

The Operator shall not be liable if the non-performance or delay in performance of any of its obligations described in these ToU is due to force majeure.

Force majeure occurs in contractual matters when an event beyond the control of the debtor, which could not be reasonably foreseen at the time of the conclusion of the contract and the effects of which cannot be avoided by appropriate measures, prevents the debtor from fulfilling its obligation.

If the impediment is temporary, the performance of the obligation is suspended unless the resulting delay justifies the termination of the contract. If the impediment is definitive, the contract is automatically terminated, and the parties are released from their obligations under the conditions provided for in Sections 1351 and 1351-1 of the French Civil Code.

In the event of the occurrence of one of the aforementioned events, NUMISTA will endeavor to inform the User as soon as possible.

SECTION 12. INTELLECTUAL PROPERTY

Section 12.1. Ownership of Collectors' intellectual rights

In the course of using the Platform, Collectors may display photographs, trademarks, logos, designs and other models (Content) belonging to them or to third parties.

Any Collector reproducing Content through the Platform warrants that he/she has the right to display all Content.

In any case, NUMISTA will not be held liable for any act of counterfeiting, given its simple quality of host of the Content published by the Collectors.

Section 12.2. Ownership of NUMISTA's intellectual property rights

The User acknowledges the intellectual property rights of the Operator on the Platform, its components and the contents related to it and waives to contest these rights in any form whatsoever.

The trademarks, logos, slogans, graphics, photographs, animations, videos, software solutions and texts and any other content on the Platform, **with the exception of the Content published by the Collectors**, are the

exclusive intellectual property of NUMISTA and may not be reproduced, used or displayed without express authorisation, or otherwise face legal proceedings.

Any display or reproduction, total or partial, of the Platform and its contents, by any process whatsoever, without the prior express authorisation of NUMISTA, is prohibited and will constitute an infringement punishable by the provisions of the French Intellectual Property Code.

In particular, the Operator expressly forbids:

- The extraction, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of its database on another medium, by any means and in any form whatsoever;
- Reuse, by making available to the public all or a qualitatively or quantitatively substantial part of the contents of the database, in any form whatsoever;
- Reproduction, extraction or reuse, by any means, including methods similar to scrapping of content (photographs, descriptions, etc.) published by the Operator or by a Collector.

Acceptance of these Terms of Use implies that the Users acknowledge NUMISTA's intellectual property rights and undertake to comply with them.

The Operator grants a personal, non-exclusive and non-transferable license to the Users authorising them to use the Platform and the information it contains in accordance with these ToU.

Any other use of the Platform and its contents is excluded from the scope of this license and cannot be made without the prior express authorisation of the Operator.

SECTION 13. PERSONAL DATA PROTECTION

Section 13.1. On processing carried out by NUMISTA

NUMISTA is likely to collect personal data as part of the operation of the Platform

These data are necessary for the management of the Platform, for the provision of the Services and for the matchmaking of Collectors. These data will be retained confidentially by NUMISTA for the needs of the contract, its performance, and in compliance with the law, for a period of 3 years from the end of the commercial relationship if you are a customer or from your last contact if you are not yet a customer.

The data may be communicated in whole or in part to NUMISTA's service providers.

For this reason, the User is invited to consult NUMISTA's Privacy Policy available at the following address <https://en.numista.com/policy.php> which will give him or her all the information relating to the protection of personal data and the processing carried out via the Platform.

In accordance with the French Data Protection Act No. 78-17 of 6 January 1978, and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, known as the GDPR), the Operator ensures the implementation of the rights of the data subjects.

The User whose personal data is processed has the right to access, rectify, update, data portability and deletion of information concerning him/her, as well as a right to limit the processing in accordance with Sections 49, 50, 51, 53 and 55 of the French Data Protection Act and the provisions of Articles 15, 16, 17 and 18 of the General Data Protection Regulation (GDPR).

In accordance with the provisions of Section 56 of the French Data Protection Act and Article 21 of the GDPR, the User may also, for legitimate reasons, object to the processing of data concerning him/her, without reason and without charge.

The User can also define the fate of his or her data after death and choose that NUMISTA communicates or not his or her data to a third party that the User will have previously designated.

The User can exercise his or her rights by sending an email to the address postmaster@numista.com or by sending a letter to: NUMISTA - 1 Avenue des Frères Olivier - 06600 ANTIBES, FRANCE.

Finally, the User may also lodge a complaint with the supervisory authorities, in particular the French *Commission Nationale de l'Informatique et des Libertés* (the "CNIL") (<https://www.cnil.fr/fr/plaintes>)

Section 13.2. On processing carried out by Collectors

The Collector may, as the data controller, have to collect and process the personal data of another Collector in the context of a Swap of Collectibles carried out from the Platform for the sole purpose of carrying out the Swap concerned or for delivery. It may also retain Collectors' data in order to meet his or her legal obligations or to manage any disputes with these Collectors. In accordance with the regulations, the Collector will delete the personal data of other Collectors after the necessary period.

The Collector warrants that it processes this data in compliance with the rights and obligations arising from the French Data Protection Act and the GDPR, bearing in mind that the processing of data in the domestic context does not fall within the scope of the GDPR.

SECTION 14. USERS SERVICE

Any questions or complaints regarding the use or operation of the Platform can be made in the following ways:

- On the Platform's forum;
- By email to the address postmaster@numista.com;
- By mail to *NUMISTA - 1 Avenue des Frères Olivier - 06600 ANTIBES, FRANCE*.

SECTION 15. VALIDITY OF THE TOU

If any provision of these ToU is found to be invalid by any applicable legislation or regulation and/or by a court decision, it shall be deemed unwritten and shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Such a modification or decision does not authorise Users to disregard these Terms of Use.

SECTION 16. MODIFICATION OF THE TOU

These Terms of Use apply to any User browsing the Platform.

The ToU may be modified and updated by NUMISTA at any time, in particular to adapt to legislative or regulatory changes.

The applicable ToU are those in force at the time of the browsing on the Platform.

SECTION 17. GENERAL PROVISIONS

The fact that one of the Parties has not demanded the application of any clause of these ToU, whether permanently or temporarily, shall in no case be considered as a waiver of said clause.

In case of difficulty of interpretation between any of the titles appearing at the head of the clauses, and any of these clauses, the titles will be declared non-existent.

In case of any discrepancy between the English language version and the French language version of this Agreement, the latter must prevail.

SECTION 18. JURISDICTION AND GOVERNING LAW

THESE TOU, AS WELL AS THE RELATIONS BETWEEN THE USER AND NUMISTA, ARE GOVERNED BY FRENCH LAW.

In the event of a dispute between NUMISTA and a User concerning the interpretation, performance and termination of these ToU, the Parties will endeavor to settle it amicably.

In such a case, the User is first invited to contact the Operator's customer service by email at postmaster@numista.com or by mail at the following address: *NUMISTA - 1 Avenue des Frères Olivier - 06600 ANTIBES, FRANCE.*

If no agreement is reached, an optional mediation procedure will be proposed, conducted in a spirit of fairness and good faith with a view to reaching an amicable agreement in the event of any dispute relating to this contract, including those concerning its validity.

To initiate this mediation, the consumer User may contact the following mediator: *Centre de médiation des conciliateurs de justice (CM2C)*, who may be contacted by post at the address *14 rue Saint Jean - 75017 PARIS, FRANCE*, by email to cm2c@cm2c.net, or by filling in a form on the website accessible at the following address: <https://www.cm2c.net/declarer-un-litige.php>.

The Party wishing to initiate the mediation process must first inform the other Party by registered letter with acknowledgement of receipt, indicating the elements of the dispute.

The mediation is not mandatory. The User or NUMISTA can withdraw from the process at any time.

IN THE EVENT THAT MEDIATION FAILS OR IS NOT CONSIDERED, THE DISPUTE THAT MAY HAVE GIVEN RISE TO MEDIATION WILL BE REFERRED TO THE COMPETENT COURT.

APPENDIX 1: Information on civil and tax obligations

Online platform operators have an obligation to inform any user who carries out commercial transactions on their platform.

Useful information is gathered in educational sheets, recalling the rules applicable to the declaration of income and the payment of social contributions.

This information can be found at the following addresses:

- Concerning tax obligations, link below:
https://www.impots.gouv.fr/portail/files/media/1_metier/1_particulier/EV/1_declarer/141_autres_revenus/eco-collabo-fiscal-vente-biens.pdf
- On www.urssaf.fr, concerning social obligations, link below:
<https://www.urssaf.fr/portail/home/espaces-dedies/activites-relevant-de-leconomie.html>
https://www.economie.gouv.fr/files/files/PDF/cotisations_sociales_vente.pdf

We remind you that the explanations below are given for information purposes only and do not replace the reading of French legislative instruments, administrative comments and case law. We would also like to insist on the fact that the rules set out above are subject to change (in particular the different thresholds which are reassessed each year) and that each User of the Platform is solely responsible for his or her legal obligations.

In addition, the tax authorities and social security funds are able to complete this basic information and answer any questions.

NUMISTA therefore recommends that all Users contact their tax office, social security office or a specialist adviser in case of doubt.