



## TERMS OF SERVICES OF WWW.BOLEROMUSIC.COM

### 1. Purpose

The purpose of these general conditions is to define the terms and conditions of use of the services offered on the site [www.boleromusic.com](http://www.boleromusic.com) (hereinafter: the "Services"), as well as to define the rights and obligations of the parties in this context. In particular, they are accessible and printable at any time by a direct link at the bottom of the home page of the site [www.boleromusic.com](http://www.boleromusic.com) (hereinafter: the "Site"). They may be supplemented, where appropriate, by conditions of use specific to certain Services. In case of contradiction, the special conditions prevail over these general conditions.

Important: the purchase of digital assets involves risks of loss of capital, illiquidity and lack of valuation. It is up to each visitor and user to do their own due diligence before becoming an owner of a digital asset via the BOLERO MUSIC platform.

### 2. Operator of the Site and Services

The Services are accessible through the Site. The Site and the Services are operated by the company BOLERO MUSIC, SAS with a share capital of 5074,30 euros, registered at the RCS of NANTERRE under number 894 173 962 (hereafter: "BOLERO MUSIC").

The Company BOLERO MUSIC can be contacted at the following address:

- E-mail: [contact@boleromusic.com](mailto:contact@boleromusic.com)

### 3. Operation of the Site and definitions

#### 3.1. Operation of the Site

The website accessible at the address <https://www.boleromusic.com> (hereinafter the "Website") enables clients (hereinafter the "Users") to consult, assess and, where applicable, subscribe to income rights derived from music-related assets (hereinafter the "Assets").

These Assets represent a pecuniary right attached to a share of the future revenues generated by the exploitation of musical works, whether copyright, neighboring rights, or any other lawful source of income related to recorded or published music (notably streaming, synchronization, public performance, etc.).

Each Asset offering is initiated by a right holder (hereinafter the "Seller"), who may be an author, publisher, phonographic producer, music publishing company, or any entity legally authorized to assign future rights on music income. The Seller expressly appoints Bolero Music SAS (hereinafter "Bolero") to market the relevant Assets on the Website, as a non-exclusive agent. In this capacity, Bolero acts in its own name but on behalf of the Seller.

Asset offerings may be proposed under two distinct regimes:

- **Private Placement**, whereby the offering is addressed to a limited group of investors acting on their own behalf, within the meaning of Article L. 411-2, I, 1° of the French Monetary and Financial Code, i.e., to a maximum of 150 non-qualified investors per issuer over a twelve-month rolling period, and does not require the publication of a prospectus.
- **Public Offering**, conducted by the company Bolero Songs Holding SA (hereinafter “Bolero Holding”), a wholly owned subsidiary of Bolero, within the limit of a total amount of EUR 8,000,000 over a twelve-month rolling period, in accordance with Article 1(3) of Regulation (EU) 2017/1129 of 14 June 2017 (hereinafter the “Prospectus Regulation”). Each issuance under this framework is subject to the filing of a Key Information Document (hereinafter the “KID”) with the French Financial Markets Authority (Autorité des marchés financiers, hereinafter the “AMF”), under the conditions set forth by the Prospectus Regulation and Articles 212-44 et seq. of the AMF General Regulation.

It is also possible for a Seller to carry out its own issuance via a third-party entity (e.g., a management company or special purpose vehicle). In this case, Bolero acts solely as a technical service provider, making the Website available without participating in the structuring, marketing, or conclusion of the subscription operations.

Subscription by a User to an Asset offering implies cumulatively:

- Prior review of the legal and contractual documents related to the relevant offering (notably the KID and the subscription agreement);
- Express acceptance of the general terms of use, the specific terms of the offering, and the applicable contracts;
- Payment of the subscribed amount through a licensed payment service provider;
- Signature via digital wallet to acquire the right to future income.

It is expressly recalled that Bolero does not act as a credit institution, investment advisor, payment institution, or investment firm within the meaning of MiFID II. Bolero does not guarantee the return or liquidity of the proposed Assets and does not provide any personalized advice to Users.

### 3.2. Definitions

**“Client”**: means any natural or legal person using the Website to acquire or transfer music rights, hereinafter referred to as the “Client”.

**“Artist”**: means any natural or legal person holding or lawfully representing music rights, acting in particular as a phonographic producer, publisher, author, composer, performer, collective management organization, heir, fund, or specialized company, and partially transferring their rights on the Website through the issuance of Assets.

**“Track” or “Song”**: means any identifiable phonographic recording containing elements protected by music rights (copyright, neighboring rights), the commercial exploitation of which may be subject to a claim or bond transfer via the Platform.

**“Asset”**: means any digital instrument representing a conditional claim or bond, backed by future revenues generated by the exploitation of one or more musical works. Assets are issued as non-fungible tokens (NFTs) with a unique identifier on a compatible blockchain and fall under two main categories:

- Song Share
- Catalog Share

**“Song Share”**: means a unique digital Asset issued in ERC-721 or ERC-1155 format, representing a claim on a percentage of future revenues generated by a single Track, derived from publishing rights (author’s rights) and/or master rights (neighboring rights). Each Song Share is issued by the Artist in a defined quantity of units and entitles its holder to:

- a pro rata share of net revenues from the commercial exploitation of the Track;
- the free resale or transfer of the Asset by the Client, subject to the applicable contractual and regulatory conditions.

**“Catalog Share”**: means a unique digital Asset issued in ERC-20 format, representing a claim on a percentage of future revenues generated by a defined set of Tracks grouped into a coherent music catalog. Each Catalog Share is issued by an Artist or entity holding the relevant rights and entitles its holder to:

- a share of the aggregate revenues associated with the works listed in the catalog;
- the same economic rights and resale conditions as Song Shares, applied to a portfolio of works instead of a single work.

**“Initial Offering”**: means the primary sales period of an Asset, of variable duration, during which the Artist or right holder issues a limited number of units corresponding to the share of rights they intend to offer to the public, in accordance with the parameters specified in the issuance agreement and/or associated smart contract.

**“Wallet”**: means the personal digital wallet linked to a User’s account, required for the use of all or part of the Services provided on the Website. The Wallet comprises two separate components:

- an electronic money sub-account (or “e-wallet”) opened with a partner payment service provider (PSP), under their terms and conditions, and intended for the receipt, temporary holding, and disbursement of fiat or stablecoin funds for economic operations related to the acquisition or transfer of Assets;
- a decentralized sub-wallet, operated by a third-party technical provider or self-hosted by the User, allowing autonomous management and custody of digital Assets (tokens) recorded on a compatible blockchain. This sub-wallet is under the User’s exclusive control, who bears sole responsibility for its security and custody, unless they opt for a delegated custody solution via an authorized third-party provider.

Activating and using the Wallet implies prior acceptance of the terms of use of the partner PSP and/or blockchain service provider.

**“Services”**: means all the features accessible on the Website, including notably:

- the purchase and resale of Assets;
- access to analytical, reporting, and income tracking tools for the works linked to the Assets;
- access to regulatory information documents (KIDs);
- execution of revenue flows linked to music rights;
- display of a non-orderbook secondary market price board;
- wallet integration and transaction support services.

**“Website”**: means the online platform accessible at <https://www.boleromusic.com>, operated by Bolero Music SAS.

**“Users”**: means both the Issuers and the Clients.

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

- Access to the Website and to the Services offered by Bolero Music (hereinafter “Bolero”) is open to any User who meets all the following conditions:
  - **(i) Natural persons:** be at least eighteen (18) years of age, with full legal capacity, or, failing that, have express authorization from a legal representative to use the Website and enter into contracts under these General Terms and Conditions;
  - **(ii) Legal entities:** be a legal entity duly formed under the laws applicable in its country of establishment, acting through a legal representative or any person with valid delegated authority to act and contract on behalf of said entity.
- The User declares and warrants that all information provided during registration on the Website is accurate, complete, and up to date, and undertakes to promptly notify Bolero of any changes that may affect the provision of the Services.
- Bolero reserves the right to refuse or suspend access to the Website and/or Services to any User who does not meet the above conditions or whose behavior is contrary to applicable legal, regulatory, or contractual provisions.

#### **Availability of BOLERO MUSIC services**

BOLERO MUSIC (hereinafter “BOLERO MUSIC”) undertakes to ensure the accessibility of its online platform (the “Platform”) and the associated services (the “Services”) twenty-four hours a day (24/7).

However, BOLERO MUSIC reserves the right to temporarily or permanently interrupt access to all or part of the Platform or Services, in particular for technical, material, or editorial reasons (including corrective or upgrade maintenance, updates, etc.), without prior notice, subject to security requirements and/or

operational continuity. BOLERO MUSIC will endeavor to inform Users as early as possible, if circumstances allow.

Any service suspension must remain exceptional and limited in time, with a minimum monthly availability rate of 99%, measured as a percentage of effective uptime over a monthly period.

In case of an incident, BOLERO MUSIC undertakes to respond according to the following timelines:

- **Priority 1:** for total unavailability of the Platform, intervention is initiated within 1 hour and 30 minutes maximum.
- **Priority 2:** for partial unavailability of the Platform or a major feature, intervention begins within 4 hours.
- **Priority 3:** for minor or cosmetic malfunctions (e.g., display or UI issues), resolution is initiated within a maximum of 21 hours.

## 5. Acceptance of general conditions

Full, unconditional acceptance of these General Terms and Conditions (the “General Terms”) is evidenced by clicking the “Sign up” button when creating an Account on the Website.

Any acceptance subject to conditions is deemed null and void. Any User who refuses to be bound by these General Terms shall refrain from accessing the Services.

## 6. Registration on the Site

Access to the Services is reserved for Users who have previously created an account (hereinafter the “Account”) through the registration form provided on the Website. The User undertakes to provide all required information. Incomplete applications will not be considered.

### Specific provisions applicable to Artists

The registration of natural or legal persons wishing to be listed as artists, producers, or rights holders (hereinafter the “Artist”) is subject to prior review by BOLERO MUSIC, based in particular on the following criteria:

- Presence on streaming platforms or social media with significant audience;
- Authenticity of the Artist’s community;
- Demonstrated engagement in the development of an artistic or professional activity consistent with the Services;
- Having released at least one musical work (EP, single, or album) on a streaming platform.

BOLERO MUSIC reserves the discretionary right to reject any application without justification or compensation.

## **Account Creation and Personal Area**

Once the registration request is approved, the User receives a confirmation by email. Validation results in the creation of a personal Account and access to a dedicated space (hereinafter the “Personal Area”).

The User acknowledges that the information provided during account creation or update serves as proof of identity. The User undertakes to provide accurate, complete, and truthful data and to keep it up to date. Any incorrect, incomplete, or misleading information may result in suspension or termination of the Account, without prejudice to other remedies available to BOLERO MUSIC.

A User may only create and use one personal Account. Any attempt to circumvent this rule may result in the immediate deletion of the Account(s) concerned.

## **Security of Login Credentials and Access**

The User is solely responsible for the use of their login credentials (email address and password). They agree not to share them with third parties or allow access to the Services by any third party acting on their behalf.

In the event of loss, theft, or fraudulent use of login credentials, the User agrees to immediately inform BOLERO MUSIC via the contact details provided in Article 2 of these Terms.

BOLERO MUSIC reserves the right to take any measures it deems necessary (including suspension or temporary or permanent deactivation of the Account) to ensure the security of the Platform.

## **Access and Security of the Wallet**

Access to the Services requires the use of a personal digital wallet (hereinafter the “Wallet”). Each Wallet is composed of two components:

- An **e-wallet**, operated by a partner payment service provider, intended for the temporary storage of funds required for transactions carried out on the Platform;
- A **decentralized wallet**, either operated by a third-party provider or self-hosted by the User. The User retains exclusive control over this wallet, and BOLERO MUSIC has no access to, or intervention capability on, its operation or security keys.

The User acknowledges and accepts that, in the event of loss of access or any issue with the decentralized wallet, BOLERO MUSIC cannot be held responsible and cannot provide technical support. The User must contact the wallet provider or relevant third party directly.

## 7. Description of the Services

The Site allows Clients to access a selection of Assets issued by rightsholders (producers, publishers, artists, or other rights holders) and backed by specified music rights. These Assets may concern a single work (hereinafter a "Track") or a collection of several works or recordings (hereinafter a "Catalogue"), represented respectively by Song Shares or Catalog Shares.

Each Asset entitles its holder to a proportional claim on the commercial revenues generated from the exploitation of the underlying music rights (either master or publishing rights, as applicable). Assets may be acquired in exchange for payment in euros (€), U.S. dollars (\$), or crypto-assets.

Assets available are listed on the Asset pages of the Site. For each Asset, the Client has access to: general information about the work or catalogue, an audio excerpt (28 seconds), credited contributors, associated metadata (e.g.: ISRC, name of the issuing rightholder), as well as aggregated performance data (stream counts on digital platforms, YouTube views, number of connected fans, etc.).

Revenues generated from the commercial exploitation of the underlying rights (hereinafter: "Royalties") are collected by Bolero or its agent and then periodically redistributed to the Client in proportion to the share represented by the Asset held. Payments occur at a predetermined frequency and are always expressed net of a 3% collection fee retained by BOLERO MUSIC on the amounts received.

Royalties due are displayed in the Client's Activity section, under "Royalties." The displayed income covers complete calendar periods preceding the payment date (rolling 90-day periods) and does not constitute any guarantee of future income.

To receive Royalties or access an Asset, the Client must connect a Wallet composed of two components:

- an **e-wallet** operated by a partner payment service provider (PSP), for the receipt of funds in legal tender;
- a **decentralized wallet** compatible with the protocol supported by the Platform, controlled directly by the Client or through a compatible third-party provider, for storing the Assets.

If no Wallet is connected within eighteen (18) months from the date the income becomes available, the corresponding amount will be retained by BOLERO MUSIC. The Client expressly acknowledges that without a connected Wallet, no payout can be made.

When an Asset is acquired by the Client in fiat currency (EUR/USD), it is temporarily stored in a presale Wallet managed by our partner PSP. Final transfer to the Client's decentralized Wallet is conditional upon connection of said Wallet through the Site's secure interface. BOLERO MUSIC cannot access or transfer Assets stored in such Wallets without User action.

## Marketplace

The Site provides a display interface (hereinafter: the "Marketplace") allowing the Client to place:

- purchase orders for Assets issued by other Users,

- sale orders, provided that the User holds the Asset in their connected Wallet.

The Marketplace is not an order book. BOLERO MUSIC does not act as a counterparty to the transaction, guarantees no buyback or order execution, and performs no automated matching activity. Each transaction takes place directly between two Users, wallet-to-wallet, at the initiative of the User who accepts a displayed order.

### **Additional Features**

Depending on the number of Assets held, the Client may be eligible for Rewards defined by the Platform. These Rewards may include goods, services, discounts, access, or invitations, according to conditions determined by the Platform.

The User is informed that Rewards have no monetary value and fall exclusively within the Platform's discretion. BOLERO MUSIC is not responsible for their delivery or availability.

## **8. Paid services**

### **Price**

The acquisition price of Assets on the primary market is exclusively set by BOLERO MUSIC, based on its internal valuation methods and in coordination with the seller (rights holder). On the secondary market, prices are freely determined by users placing sell orders.

Prices are indicated in euros (€), US dollars (\$), or, where applicable, in cryptocurrency when payment is made via the decentralized wallet. A fiat currency equivalent is always displayed for informational purposes. BOLERO MUSIC reserves the right to offer promotional offers or discounts at its sole discretion.

Payments are made exclusively by credit card (via our partner payment service provider) or via a decentralized wallet when the asset is hosted on a compatible blockchain infrastructure.

### **Transaction Fees**

BOLERO MUSIC applies a fee to each transaction carried out on the secondary market. This fee is automatically included in the acquisition price displayed to the user. No information regarding fees collected from sellers is publicly disclosed.

### **Price Revisions**

Service prices may be revised at any time by BOLERO MUSIC. Users will be informed of any changes on the Site. In the absence of account termination following such notice, the revised prices will be deemed accepted.

### **Invoicing**

Users can access their transaction history directly via their Personal Space. In the case of purchases made on the primary market, users may request an invoice directly from the seller. In any event, the proof of transaction is available on the blockchain or through the PSP's interfaces. BOLERO MUSIC is not

required to issue or archive invoices for operations carried out between users and sellers.

## **Payment Methods**

Payment must be made at the time the purchase or subscription order is placed, either via a compatible wallet or by credit card. The user guarantees that they are duly authorized to use the payment methods linked to their account. They are also responsible for the security and accuracy of such methods.

## **Explicit Waiver of Right of Withdrawal**

Users acting in a consumer capacity are informed that, under Article L.221-28 of the French Consumer Code, the right of withdrawal does not apply when a contract is fully executed before the end of the 14-day legal withdrawal period.

As such, any purchase of an Asset executed immediately after ordering entails the user's explicit and definitive waiver of their right of withdrawal.

## **9. Proof agreement**

The User expressly acknowledges and agrees that:

- the data transmitted by the User on the Site shall constitute conclusive evidence of the actual operations carried out under these terms;
- such data shall serve as the sole form of proof accepted between the Parties, particularly for the calculation of amounts owed to BOLERO MUSIC.

The User may access this data in their Personal Space.

## **10. Obligations of the User**

### **General Obligations for All Users**

Without prejudice to other obligations set forth herein, the User agrees to the following:

- The User undertakes to comply with all applicable laws and regulations in their use of the Services and shall not infringe on third-party rights or public order. In particular, the User is solely responsible for completing any required administrative, tax and/or social formalities and for paying any applicable taxes, fees, or contributions in connection with their use of the Services. BOLERO MUSIC shall not be held liable in this regard.
- The User acknowledges having reviewed on the Site the technical specifications and constraints of all Services. They remain solely responsible for their use of the Services.
- The User is informed and accepts that use of the Services requires an internet connection, the quality of which directly affects the Services, and for which the User alone is responsible.
- The User agrees to use the Services for personal use only. Consequently, they may not transfer,

assign or delegate any of their rights or obligations hereunder to any third party in any form.

- The User undertakes to provide BOLERO MUSIC with all necessary information for the proper performance of the Services. More generally, the User agrees to cooperate actively with BOLERO MUSIC for the execution of these terms.
- The User is solely responsible for any content of any kind (editorial, graphic, audiovisual, etc., including the name and/or image chosen to identify themselves on the Site) that they distribute through the Services (hereinafter the “Content”). The User warrants that they hold all rights and authorizations necessary to distribute said Content and agrees that such Content shall be lawful and shall not violate public order, morality, third-party rights, or applicable legislation and regulations, and shall not expose BOLERO MUSIC to civil or criminal liability.
- The User shall refrain from distributing (including, but not limited to):
  - Pornographic, obscene, indecent, shocking, or otherwise unsuitable content for a family audience;
  - Defamatory, offensive, violent, racist, xenophobic, or revisionist content;
  - Counterfeit content;
  - Content infringing on the image or rights of third parties;
  - Misleading or false content promoting fraudulent or unlawful activity;
  - Harmful content (e.g., viruses, worms, Trojans);
  - Content for which they do not have the exploitation rights;
  - More broadly, any content that may harm third parties in any way.
- The User must take all necessary steps to back up information from their Personal Space that they deem important, as no copy will be provided by BOLERO MUSIC.

## **11. User**

### **General Warranties for All Users**

Each User expressly agrees to indemnify and hold harmless BOLERO MUSIC against any claim, liability, indemnity request, or proceeding initiated by a third party or administrative/judicial authority, arising from the User's failure to comply with their contractual or legal obligations in connection with the use of the Site or Services.

To this end, the User agrees to fully indemnify BOLERO MUSIC for any and all damages, losses, costs, penalties, fines, legal fees, and reasonable disbursements (including counsel and attorney fees) that it may incur or suffer.

This warranty also covers, but is not limited to:

- Violations of third-party intellectual property rights;
- Fraudulent acts or acts contrary to public order;
- Uploading or circulating illegal or harmful data, files, or content through the Platform;
- Misuse or intentional tampering with Site features or accessible data.

### **Specific Warranties for Artists**

The Artist (or their duly authorized representative) declares and guarantees that they hold or benefit from all intellectual property rights, neighboring rights, and any third-party authorizations allowing them to:

- Offer for sale a portion of the exploitation rights arising from their music catalog;
- Exploit their artist name, image, and works in accordance with these terms;
- Assign or license the necessary rights to BOLERO MUSIC and to Clients, for the purpose of structuring, distributing, and managing the Assets listed.

The Artist also guarantees BOLERO MUSIC against any claim or legal action by third parties—including rightsholders, collective management societies, former contractual partners, co-producers, or co-publishers—that may call into question the validity, valuation, or circulation of the Assets offered on the Platform.

In case of misrepresentation, omission, or breach of these obligations, the Artist shall be solely responsible for the resulting financial and legal consequences and shall fully indemnify BOLERO MUSIC.

## **12. Prohibited Conduct**

It is strictly forbidden to use the Site and the Services for:

- Any illegal, fraudulent activity or any act that infringes on the rights or security of third parties, including infringements of intellectual property rights, privacy, image, or reputation;
- Introducing or spreading viruses, Trojan horses, or any other malicious code;
- Fraudulently accessing a third-party information system or attempting to compromise the Site's security;
- Misusing any or all Services for purposes other than their intended use, including automating interactions or mass-extracting data;
- Performing reverse engineering, scraping, or spoofing of the interface;
- Engaging in unauthorized advisory, brokerage, or resale activity via the Platform, particularly without appropriate legal authorization (e.g., as a CIF or investment service provider, where required).

Any attempt to compromise the stability, security, availability, or integrity of the Site or the data it hosts may result in immediate account termination, without prior notice or compensation, and without prejudice to any civil or criminal legal action that BOLERO MUSIC reserves the right to pursue.

### **13. Penalties for breaches**

In the event of a breach of these General Terms, BOLERO MUSIC reserves the right to take any appropriate measures, without prior notice, including but not limited to:

- Temporarily or permanently suspending or deleting a User's access to the Site and their Personal Area;
- Temporarily or permanently blocking access to an Asset;
- Deleting any infringing content;
- Notifying the competent judicial or administrative authorities;
- Initiating any legal action for damages suffered.

Where applicable, the offending User will be informed by email of the measure taken and the corresponding justification, subject to applicable legal constraints.

### **14. Liability and Warranties of BOLERO MUSIC**

BOLERO MUSIC undertakes to provide the Services with diligence, professionalism, and in accordance with current technical and regulatory standards in its sector. The Parties expressly agree that this obligation is one of means and not of result, unless otherwise expressly stipulated.

In particular, BOLERO MUSIC:

- Uses reasonable means to ensure secure, stable, and continuous access to the Platform;
- Ensures compliance with the procedures related to the purchase, resale, tracking, or distribution of revenues associated with the Assets, in accordance with the contractual provisions.

However, BOLERO MUSIC shall not be held liable for any interruptions or slowdowns resulting from:

- Scheduled or urgent maintenance operations;
- A force majeure event as defined by Article 1218 of the French Civil Code or French case law;

- Malfunctions attributable to third-party infrastructures (telecommunications networks, payment service providers, public blockchains, etc.);
- Willful or fraudulent acts attributable to the User or to third parties.

### **Published Content and Information**

BOLERO MUSIC does not carry out any editorial control or systematic verification of the Content published or transmitted by Users (in particular: profiles, musical works, catalog data, artist pages, messages or descriptions).

As such, BOLERO MUSIC acts solely as a hosting provider within the meaning of Article 6 I 2 of the French Law of 21 June 2004 on confidence in the digital economy. Any notification of clearly unlawful content may be sent to the following email address: [to be inserted].

BOLERO MUSIC shall not be held liable for damages caused by:

- False, incomplete, or outdated information entered by Users;
- The distribution, sale, or unlawful use of an Asset by a User;
- The behavior or comments of a User on the Platform or elsewhere.

### **Availability and Integrity of the Service**

BOLERO MUSIC does not guarantee that the Platform will be free from bugs, errors, or defects. Nor does it guarantee that the Services will meet the specific needs of each User, as they are provided "as is" on the basis of a standardized model.

BOLERO MUSIC shall not be liable for:

- Any loss of data in the User's Personal Area (the User is encouraged to make regular backups);
- Temporary inability to access an Asset or function of the Site;
- Delays in executing an order or distributing Asset income, insofar as the delay results from an event outside of its control (including temporary unavailability of a blockchain, payment provider, or third-party network).

### **Limitation of Liability**

In all cases where BOLERO MUSIC's liability is incurred by a User, for any reason whatsoever, it shall be expressly limited to:

- The total amount received by BOLERO MUSIC from the relevant transactions over the previous twelve (12) months;
- Only direct and certain damages, expressly excluding indirect, consequential, or intangible

damages (including lost profits, missed opportunities, data loss, or reputational harm).

This limitation shall apply subject to any mandatory consumer protection rules.

### **Disclaimer on Certain Transactions**

BOLERO MUSIC shall not be held liable for:

- The financial performance of an Asset, since past returns do not guarantee future performance;
- The inaccuracy or outdated nature of certain economic or statistical data aggregated on the Platform (e.g., streaming data, audience metrics, media exposure);
- Malfunctions or disputes related to the management of the User's personal Wallet, when operated autonomously or by a third-party provider under the User's sole control;
- The tax, legal, or accounting consequences of transactions carried out via the Platform, with each User being solely responsible for their own compliance.

### **15. Intellectual property**

The systems, software, architectures, databases, and all forms of content (texts, graphics, photographs, soundtracks, logos, trademarks, graphic guidelines, databases, etc.) used by BOLERO MUSIC on the Platform (the “BOLERO Content”) are protected under intellectual property rights or *sui generis* rights of database producers in force.

It is strictly prohibited — unless prior written authorization has been obtained from BOLERO MUSIC — to:

- Reproduce, represent, adapt, modify, translate, extract, reuse, copy or exploit all or part of the BOLERO Content;
- Reverse engineer, disassemble, or decompile any software or databases forming part of the Platform;
- Rent, sell, license, or monetize access to all or part of the Platform or Services.

### **16. License Granted by the Seller**

The rights holder (the “Seller”) grants BOLERO MUSIC, free of charge, non-exclusively, worldwide, and for the duration of the applicable legal protection, the rights necessary to:

- Host, reproduce, and display the elements (photographs, covers, metadata, descriptions, etc.) uploaded for the listing of Assets;
- Publicly communicate, technically adapt, and, where applicable, reference such content on trusted partner sites, solely for the purpose of promoting and operating the Services.

BOLERO MUSIC undertakes not to use this content for any commercial purpose outside the scope of these terms and will, upon written request from the Seller, remove any non-essential content from the Platform.

## 17. Personal Data

BOLERO MUSIC acts as data controller for the following:

Purpose of Processing	Legal Basis	Data Categories	Retention Period
Management of User Accounts, execution of transactions, distribution of revenues	Contract execution (Art. 6-1-b GDPR)	Identity, contact details, email, pseudonymized blockchain address	Account duration + 5 years (contractual proof)
Anti-money laundering and counter-terrorism financing (KYC/KYB)	Legal obligation (Art. 6-1-c GDPR)	ID documents and supporting evidence	5 years after the end of the business relationship
Marketing (newsletter and market updates)	Legitimate interest / Consent	Email address, preferences	3 years from last active contact or until consent withdrawal

BOLERO MUSIC applies appropriate technical and organizational measures (encryption, pseudonymization, strict access control, backup procedures) and, unless otherwise required, does not transfer data outside the European Economic Area.

Each data subject has the right to access, rectify, object to, erase, port, or restrict the processing of their data, which can be exercised by contacting: [contact@boleromusic.com](mailto:contact@boleromusic.com). They may also file a complaint with the CNIL.

## 18. Advertising

BOLERO MUSIC reserves the right to display promotional or advertising content on any page of the Site or in communications to Users, related to its own services or those of selected partners, without compensation.

## 19. Third-Party Links and Services

The Platform may contain links to third-party sites or services (payment providers, data aggregators, decentralized wallet providers, etc.).

BOLERO MUSIC has no control over these external resources and declines all responsibility for their availability, content, security, or privacy practices.

Any transaction between the User and a third party is carried out independently and subject to their own contractual terms.

## **20. Duration – Unsubscription**

The Platform subscription is concluded for an indefinite period.

The User may unsubscribe at any time:

- From their Personal Area; or
- By email to [contact@boleromusic.com](mailto:contact@boleromusic.com).

Termination is effective within a maximum of fifteen (15) business days.

It does not affect: (i) the validity of Assets already acquired or (ii) fiscal, regulatory, or contractual obligations arising before termination. Pages related to a deactivated Seller will remain accessible for historical and traceability purposes, marked “Inactive Account.”

## **21. Changes to the General Terms**

BOLERO MUSIC may modify these Terms at any time to reflect legal, regulatory, technical, or business developments.

Users will be notified by written means (banner, email, or notification) at least fifteen (15) days prior to the new provisions taking effect.

Failure to terminate the account within this period will be deemed acceptance of the revised Terms.

## **22. Dispute Resolution – Mediation**

In accordance with Articles L. 612-1 et seq. of the French Consumer Code, any User acting as a consumer may refer to [name and contact details of the mediator] for any dispute relating to the Services, free of charge, after a prior written complaint to BOLERO MUSIC’s customer support has gone unanswered.

European online dispute resolution platform: <https://ec.europa.eu/odr>

## **23. Language**

Only the French version of these terms shall be binding. Any translation is provided for informational purposes only.

## **24. Applicable Law – Jurisdiction**

These general terms are governed by French law.

Any dispute concerning their validity, interpretation, or performance falls under the exclusive jurisdiction of the competent courts of Paris, notwithstanding multiple defendants or third-party notices, except where otherwise required by mandatory law.

## **25. Effective Date**

This version comes into force on June 18, 2025, and supersedes all previous versions.

## **26. Additional Clauses Specific to the Industry**

### **Financial Disclaimer Clause**

BOLERO MUSIC is neither a financial advisor nor an investment service provider within the meaning of the French Monetary and Financial Code.

The Assets offered represent contingent claims on uncertain future revenues; they carry a risk of partial or total capital loss and are not guaranteed in terms of liquidity or returns.

Users acknowledge acting under their sole responsibility, having reviewed the contractual documentation and, where applicable, consulted qualified professionals.

### **AML/CFT / KYC Compliance**

BOLERO MUSIC is required to apply Know Your Customer (KYC/KYB) procedures and transaction monitoring in accordance with Articles L. 561-1 et seq. of the French Monetary and Financial Code.

The opening or maintenance of an account is subject to the submission of complete, accurate, and up-to-date supporting documents by the User.

BOLERO MUSIC reserves the right to:

- Refuse or delay any suspicious transaction;
- Freeze funds and/or terminate an account in the event of serious doubt about the origin of funds or the declared identity.

### **Tax Compliance Clause**

Each User is solely responsible for complying with their own tax obligations regarding the income received or capital gains generated via the Platform (declarations, tax payments, contributions).

Where applicable, BOLERO MUSIC may transmit required information to the relevant authorities (DAC7 reporting, FATCA/CRS, etc.).

### **Force Majeure – Hardship**

The Parties agree to apply Article 1218 of the French Civil Code concerning force majeure and Article 1195 concerning hardship to adapt or suspend the performance of Services in the event of an unforeseeable economic or technical disruption (e.g., long-term failure of a public blockchain, regulatory ban, systemic crisis affecting the music or digital assets sector)