

General Terms and Conditions of CRYPTO- Wallet Keplerk

Keplerk is a Bitcoin direct sales platform offering a Bitcoin portfolio for the use of its customers. You can buy Bitcoins directly from Keplerk within the limit of available stock and then store them in Bitcoin's portfolio. The service offered by Keplerk does not constitute a marketplace for the purchase/sale of crypto-active products that connects buyers and sellers.

The general conditions of the Crypto-Wallet KEPLERK (hereinafter "GTC") are accessible via the following hypertext link:
<https://www.keplerk.com/en/terms-of-sales-wallet>.

These conditions are valid as from the 6 september 2019. You are kindly requested to read them carefully. You are also advised to download and/or print them and keep a copy. You should consult the GTCs



regularly, since you are deemed to have accepted the GTC when you use them.

1. PARTIES

These GTC are concluded between,

- KEPLERK BLOCKCHAIN, SAS company with a capital of 357.000 Euros registered with the RCS of PARIS under number 834 983 330 whose registered office is located at 17 Chaussée de la Muette 75016 Paris, intra-community VAT number FR834983330, (hereinafter 'Keplerk') ;
- and the Client having opened a Customer Area accessible on the Keplerk Platform;
- hereinafter referred to, together or separately, depending on the context: the 'Party (ies)'.

2. DEFINITIONS ET INTERPRETATION

All capitalized terms defined below, whether used in the singular or plural, are used with the following meanings: «GTC» is an acronym designating the General Terms and Conditions of the Crypto-Wallet, i.e. the conditions governing the contractual relationship between the Client and Keplerk, the GTC are accepted by the Client when creating his Client Space. To do this, the Client ticks the box provided for this purpose.

«**Client**» or «**You**»: refers to the adult natural person over the age of 18 who is able to exercise and enjoy his rights within the meaning of Article

414 of the French Civil Code and who has opened a Client Area. The Customer who has opened a Validated Customer Area can open a KEPLERK Crypto-Wallet.

«**Consumer**»: refers to any natural person who acts for purposes that do not fall within the scope of his commercial, industrial, craft, liberal or agricultural activity.

«**Crypto-active**»: Any digital representation of a security that is not issued or guaranteed by a central bank or public authority, that is not necessarily attached to a legal tender and that does not have the legal status of a currency, but that is accepted by natural or legal persons as a means of exchange and that can be transferred, stored or exchanged electronically in accordance with Article L. 54-10-1-2 of the Monetary and Financial Code. For the time being, the Crypto-actives available for sale by Keplerk are limited to Bitcoin (BTC).

«**Crypto-Wallet**»: refers to the physical or digital medium intended to store the private key necessary for the possession and use of one or more Crypto-actives.

«**Issuer**»: refers to the electronic money institution, CFS-Zipp Limited or any other electronic money institution authorised to offer its services in France and with which Keplerk has concluded a commercial contract. CFS-Zipp Limited is an English company whose registered office is at 790 Uxbridge Road, Hayes Middlesex, UB4 ORS, United Kingdom, it is registered under number 03925386 with a European passport to issue electronic money in France, and with which Keplerk has entered into a CFS-Zipp commercial agreement.

«**Sending**»: refers to the Transfer of Crypto–actives from the KEPLERK Crypto–Wallet held by You to another Crypto–Wallet.

«**Customer Area**»: refers to the customer account opened in the Customer's name on the Keplerk Platform in accordance with the provisions of Article 9 of the GTC.

«**Validated Customer Area**»: refers to the customer account opened in the Customer's name on the Keplerk Platform, in accordance with the provisions of Article 9 of the GTC, and for which the registration and identity verification procedure has been successfully completed.

«**Force majeure**»: means any exceptional circumstance that makes it impossible for one of the Parties to fulfil an obligation. Under these GTC, force majeure will be considered if it alternates between unpredictability, irresistibility or extremism.

«**Fees**»: refers to the fees applied by Keplerk as defined in section 13.

«**Electronic Money**»: refers to the electronic money issued by the Issuer and accepted by Keplerk for the purchase of Crypto–actives.

«**Keplerk Platform**»: désigne la plateforme en ligne accessible sur tout support (et notamment via le site internet de Keplerk ou l'application mobile). La Plateforme Keplerk est hébergée par OVH situé à Roubaix.

«**Repurchase**»: refers to the repurchase of the Customer's Crypto–assets by Keplerk in accordance with these GTCs. Keplerk does not offer any guarantee of repurchase of the Crypto–actives. The sale of Crypto–active by the Client is only possible within the purchase limits defined by Keplerk.

«**Receipt**»: refers to the Transfer of a Crypto-Wallet to the KEPLERK Crypto-Wallet held by You.

«**Customer Service**»: refers to Keplerk's customer service that can be contacted:

- by e-mail to the address: contact@keplerk.com;
- by phone (in French) at +331 82 83 42 62mm(coût d'un appel local non surtaxé),
- by mail post to 17 chaussée de La Muette 75016 Paris.

«**Durable support**»: refers to any instrument allowing the User to store information addressed personally to him/her in order to be able to refer to it later for a period of time adapted to the purposes for which the information is intended and which allows the identical reproduction of the stored information.

«**Ticket**»: refers to the Electronic Money ticket 'Keplerk by Moneyclic' with a unit value of 50, 100 or 250 euros. The Ticket and the Electronic Money are issued by the Issuer. The Distributor is responsible for the distribution of Tickets. The general conditions applicable to the use of the ticket are available at the following address: <https://moneyclic.com/terms-et-conditions/>

«**Seller**»: refers to a Customer who has decided to sell his Crypto-actives to Keplerk and has a Validated Customer Area.

«**Transfer**»: refers to the Sending or Receiving of Crypto-actives from one KEPLERK Crypto-Wallet to another KEPLERK Crypto-Wallet (including the KEPLERK Crypto-Wallet belonging to another Customer) or from a Crypto-Wallet to a KEPLERK Crypto-Wallet.

3. PURPOSE OF THE GTC

3.1 The GTC is to define the conditions under which:

- Keplerk offers the Crypto-active storage service to its Customers;
- Keplerk implements the Crypto-Active Transfer service from the KEPLERK Crypto-Wallet to another Crypto-Wallet.

3.2 Crypto-active is purchased from Keplerk by payment made in Electronic Money in accordance with the general conditions of sale of crypto-active products accessible at the following address: <https://keplerk.com/en/terms-of-sales>

3.3 Payment for Crypto-assets purchased by Keplerk from its Customers is made by transfer to the Customer's bank account.

3.4 In the event of a dispute, only the GTC shall prevail between the Parties.

4. WARNING ON RISKS RELATED TO THE CRYPTO-ACTIVES

4.1 Warning on the legal nature of Crypto-actives

4.1.1 Crypto-assets are neither legal tender within the meaning of Article L. 111-1 of the Monetary and Financial Code nor electronic money within the meaning of Article L. 315-1 of the Monetary and Financial Code.

4.1.2 Keplerk draws your attention to the fact that it cannot guarantee either the durability of Crypto–actives or their value, which is fixed only in relation to the supply and demand of investors.

4.1.3 You must ensure that your computer and telecommunications equipment is secure to prevent hacking of your data (including personal data).

4.1.4 Keplerk declines any responsibility in particular in the event of loss or theft of Crypto–actives and/or any support containing them such as for example, USB keys, hard disks.

4.2 Warning on the risks related to the holding of Crypto–actives

4.2.1 The price of Crypto–actives is extremely volatile and their variations are unpredictable. The price of Crypto–actives can fluctuate up and down very quickly. Buying Crypto–actives involves a high degree of risk, including the risk of losing the full value associated with the purchase of Crypto–actives.

4.2.2 You must act with caution and vigilance by limiting your purchases of Crypto–actives to the financial amount whose loss You can bear without putting Yourself financially at risk. As such, it is not advisable to convert all your liquid assets into Crypto–active, given that Crypto–active assets are volatile and can decrease in a totally unpredictable way.

4.2.3 Any Transfer must be made on the basis of an assessment of the risks involved and your understanding of the underlying technologies (including the operation of the blockchain).

4.2.4 In this respect, Keplerk reserves the right to refuse to execute a Transfer (i) in the event of proven non–compliance with the warnings, (ii) in

the event of behaviour deemed unreasonable by Keplerk due to the unit or cumulative amount of Transfers requested by the Customer, (iii) if the information provided by the Customer in the context of identity verification and Customer knowledge is incorrect or incomplete, (iv) in the event of fraud or suspected money laundering or terrorist financing.

4.2.5 The value expressed in legal tender for a Crypto-active is quoted on trading platforms that are not regulated and do not provide any financial, liquidity, technical or other guarantees.

4.2.6 When You decide to sell your Crypto-Activites to third parties outside the Keplerk Platform, You alone bear the risk of failure, in particular technical failure, of the trading platforms You use, which may not pay You the amount corresponding to the price of the Crypto-Activites You have sold to such third parties or on such platforms. You also expose yourself to technical risks that may occur on trading platforms and result in the unavailability or even disappearance of your Crypto-actives or the inability to sell said Crypto-actives. The technical failure, the liquidity risk of the Crypto-assets and the technical risk related to trading platforms may result in transaction processing delays that would not allow the Customer to have their Transfer completed on a specific date for a predetermined amount.

4.2.7 Keplerk is a trading company that does not provide investment, payment or banking services. As such, Keplerk is neither approved, nor supervised, nor controlled by the french Prudential Control and Resolution Authority.

4.2.8 Keplerk does not give any advice on the appropriateness of the Transfers, does not communicate any trends or market indicators relating to Crypto-actives, and cannot be held liable by the Customers in this respect.

5. METHOD OF STORAGE OF CRYPTO–ACTIVES

5.1 Keplerk undertakes to store your Crypto–actives securely in your KEPLERK Crypto–Wallet. The storage of access to your Crypto–actives is carried out on unconnected media (Cold Storage), thus guaranteeing the integrity of your private key.

5.2 The security protocols in place guarantee You access to your Crypto–actives by protecting them against the risk of loss, forgetting or deterioration of traditional means of access.

5.3 The management of access rights within Keplerk allows to limit access to the KEPLERK Crypto–Wallet while preserving access in case of internal failure (operational resilience).

5.4 Keplerk is responsible for controlling the means of access to your Crypto–actives (private cryptographic keys) and for entering the balance of your Crypto–actives in your Crypto–Wallet KEPLERK. However, Keplerk is not responsible for the possession of your login credentials allowing access to your KEPLERK Crypto–Wallet, for which You alone are responsible.

5.5 Keplerk undertakes to comply with the principles of segregation of Crypto–actives, prohibition of the use of Crypto–actives of the Customers unless otherwise agreed by the Customers, and return of Crypto–actives in accordance with the terms defined in these GTC.

6. CRYPTO–ACTIVES TRANSFERT BY THE CLIENT

6.1 The Crypto–Wallet KEPLERK allows You to realize:

- The Sending of Crypto–actives,
- The Receipt of Crypto–actives,
- The Receipt of Crypto–actives when purchasing a Keplerk ticket, and The Repurchase of Crypto–actives by Keplerk.

6.2 Receipt of Crypto–actives: You receive Crypto–actives on your KEPLERK Crypto–Wallet. You have the option to transfer to a third party (including another Client) Crypto–actives from your Crypto–Wallet to the third party's (or another Client's) Crypto–Wallet KEPLERK. To do this, You must:

- Access your Validated Customer Area;
- Select the part of your Validated Customer Area intended for the reception of Crypto–actives.
- The code of the Crypto–Wallet KEPLERK is displayed as an alphanumeric sequence and a QR Code, then
- The third party scans the QR code of the Crypto–Wallet KEPLERK or fills in the code of the Crypto–Wallet KEPLERK and then implements the procedures provided by its Crypto–Wallet,

6.3 Receipt of Crypto–actives when purchasing an Electronic Money Ticket: the purchase of Crypto–actives from Keplerk is described in the general conditions of sale of Crypto–actives accessible at the following address: <https://keplerk.com/en/terms-of-sales>

6.4 The Sending of Crypto–actives: to send Crypto–actives on another Crypto–Wallet, You must proceed as follows:

- Access your Validated Customer Area;
- Select the part referring to the sending of Crypto–actives in the Crypto–Wallet KEPLERK; then
- Indicate:
- The adress of the recipient’s Crypto–Wallet,
- the amount of Crypto–assets to be transferred or its equivalent in euros, and
- if necessary, enter a message to give KEPLERK certain instructions.
- Select the 'Confirm' button, thus validating the Transfer. During the Sending process, the market price of the Crypto–active is not displayed, as the Crypto–active is not converted by the Transfer.

6.5 Repurchase of Crypto–actives by Keplerk: Keplerk may repurchase the Crypto–actives of the Customers under the conditions provided for in Article 16.

6.6 During the Sending process or Repurchase of Crypto–actives, the order to Transfer the Crypto–actives of the Crypto–Wallet KEPLERK is made at the time the Transfer is confirmed by the Customer.

6.7 During the Transfer following a Repurchase, the confirmation of the Repurchase entails the fixing of the price of the Crypto–active in accordance with the general conditions of sale of Crypto–actifs accessible at the following address: <https://keplerk.com/en/terms-of-sales>.

6.8 Keplerk is not responsible for the cryptographic keys of the Crypto-actives.

7. QUANTITY OF CRYPTO-ACTIVES ACQUIRED

7.1 There is no charge for storing Cryptoactives in the Crypto-Wallet KEPLERK.

7.2 The maximum amount of Crypto-actives that can be held on a KEPLERK Crypto-Wallet is indicated at the address:

7.3 The amount of Crypto-actives shall be sufficient to cover the mining costs in the event of a Transfer.

8. TRANSFERT TIME OF THE CRYPTO-ACTIVES

8.1 During a Sending, your Crypto-actives will be transferred to the Crypto-Wallet indicated by the Customer.

8.2 The Transfer of Crypto-actives is irrevocable as of your confirmation of the Sending and the transferred Crypto-actives will no longer appear on your Crypto-Wallet KEPLERK balance

8.3 The balance of your Crypto-Wallet will be updated as soon as the Transfer is registered on the blockchain, and this registration may take some time. The registration on the blockchain is determined by the global balance between the supply of computing power and the demand for registration in the blockchain. Keplerk is not responsible for delivery times, and in particular for the recording time of the Transfer on the

blockchain. The registration period in the blockchain can take from a few hours to several days or even weeks.

8.4 You will only be able to use your Crypto–actives after this registration on the blockchain allowing delivery on your Crypto–Wallet.

8.5 Except in cases of Force Majeure, any Sending exceeding thirty (30) days may result in the Transfer being cancelled at the Consumer's request, if the recipient of the Sending proves that he has not received the Crypto–actives on his Crypto–Wallet.

8.6 You can at any time keep yourself informed about the delivery time to Keplerk by contacting Customer Service or on the Keplerk Platform via the hypertext link: <https://keplerk.com/en/contact>

8.7 You will only be able to use your Crypto–actives after they have been registered on the blockchain and made available in your Crypto–Wallet.

8.8 Keplerk shall not be liable to the Customer for the delay in Receipt of the Crypto–actives. In the event of an abnormal delay in the Receipt of the Crypto–actives, Keplerk recommends that the Customer contact the Crypto–Wallet manager who is the debtor of the Crypto–actives.

9. OPENING OF A CUSTOMER AREA VALIDATION

9.1 The Customer Area opened by any Customer is strictly personal and is created for the exclusive use of the Customer. The Customer registers in accordance with the procedure provided by Keplerk.

9.2 Keplerk carries out a verification by sending an SMS to the telephone number provided by the Customer at the time of registration.

9.3 Access to the Customer Area is secured by login credentials that You must keep secret. Sharing your login details with third parties will result in the suspension or permanent closure of your Customer Area. You will therefore be solely responsible for any damage suffered as a result of the disclosure of your login details. As soon as you become aware of a disclosure (or risk of disclosure) of your login credentials, You must immediately notify Keplerk, who will immediately block your Customer Area. To reactivate your Customer Area, you will need to contact Keplerk Customer Service.

9.4 Keplerk reserves the right to suspend a Customer Area, a Transfer, a Repurchase or a refunding by transfer to your bank account, in the event of suspicion of money laundering, or illegal use or fraud for which you are responsible, if it appears that the information provided for the validation of the Customer Area was false, incomplete or inaccurate, in accordance with these GTC or the general conditions of use of the platform accessible via the hypertext link: <https://keplerk.com/en/terms-of-sales>.

10.OPENING OF A CUSTOMER AREA VALIDATION

10.1 The validation of the Customer Area requires, in particular, that You provide the following information and documents:

- Your first and last name ;
- Your gender (male or female) ;
- Your Nationality ;

- Your date of birth;
- Your valid email address;
- Your postal address;
- Your mobile phone number;
- Your valid identity document (front and back) (for example: National identity card of France or another European Union country, European passport, if applicable, the European resident card).

10.2 You must also have a functional video camera that allows you to perform the video verification required for the validation of the Customer Area.

10.3 Additional information and supporting documents may also be requested from You at any time, such as, for example: references of your payment account opened with a payment service provider established in a state member of the European Union or a State party to the Agreement on the European Economic Area, additional supporting documents concerning identity, resources or origin of funds.

10.4 These information and documents are provided by the Customer on the Customer Area. Once the information and documents have been verified, Keplerk validates the Customer Area.

10.5 From a Validated Customer Area, You can in particular:

- Buy Crypto–actives from Keplerk;
- Indicate on which Crypto–Wallet your Crypto–actives purchased from Keplerk should be transferred;

- Open a KEPLERK Crypto–Wallet in accordance with these GTC and
- Resell your Crypto–actives to Keplerk, when this option is available to you on the Keplerk Platform.

11. CLOSING OF THE CRYPTO–WALLET

11.1 The Crypto–Wallet can be closed

- By the Customer: by notifying your intention to close the Crypto–Wallet KEPLERK, on the Customer Area or by email to the address: @Keplerk.com
- By Keplerk: when a cause of termination occurs or if Keplerk discovers that You are using the KEPLERK Crypto–Wallet for illegal purposes.

11.2 Keplerk is obliged to return the Crypto–actives contained on the KEPLERK Crypto–Wallet to the Customer within [3] months of notification of the intention to close the KEPLERK Crypto–Wallet.

11.3 Crypto–actives are delivered to the Client on any durable medium, at the contact informations specified by the Client.

11.4 If at the end of the [3] month period, the Customer has not provided any contact details on which to hand over the Crypto–Wallet KEPLERK Crypto–actives, Keplerk will hand over the Cryptoactives to the email address indicated by the Customer when opening the Customer Area.

11.5 You must specify the contact details where to send the Crypto–Wallet KEPLERK Crypto–actives to the Customer Area or by email to the address: contact@keplerk.com

12.PRICE VALUE OF THE CRYPTO–ACTIVES

12.1 Crypto–active prices are indicated on the Keplerk Platform in euros excluding taxes. The methods for calculating the price of Crypto–actives are available on the Keplerk Platform at the following address <https://keplerk.com/en/fees–and–limits>

12.2 The price of the Crypto–active is set by Keplerk at the time of the Crypto–active Repurchase, in accordance with Article 6 or Article 16 and is communicated to the Customer.

13.APPLIED FEES BY KEPLERK

13.1 Transfert Fees: Keplerk applies Transfer Fees that are included in the purchase price of the Crypto–actives. The Transfer Fees are calculated in euros and are a percentage of the amount of the Transfer.

13.2 Repurchase Fees: Keplerk also collects Fees when repurchasing Crypto–Active from its Customers. These Fees are deducted from the Crypto–Active Repurchase Price. Fees are calculated in euros and represent a percentage of the amount of the Repurchase transaction

13.3 The methods for calculating the Fees are communicated to the Client on the Keplerk Platform at the following address <https://keplerk.com/en/fees–and–limits>. The Client is informed of the amount of the Fees prior to the confirmation of the Repurchase or Transfer operation.

14. RIGHT OF WITHDRAWAL

14.1 Transfers and Repurchase of Crypto–actives do not give rise to a right of withdrawal for the Consumer in accordance with the provisions of Article L. 121–21–8 of the french Consumer Code because the right of withdrawal cannot be exercised in the context of agreements relating to the supply of digital content not provided on a physical medium, the execution of which has begun at the prior and express request of the Consumer subject to his express prior waiver of the right of withdrawal; this is the case of Crypto–actives which are not provided on a physical medium and for which there is a beginning of execution.

14.2 AS A RESULT, BY CONCLUDING THE GTC THE CONSUMER DOES NOT HAVE A RIGHT OF WITHDRAWAL.

15. REPURCHASE PAYMENT

The sale price of the Crypto–Active Repurchase is paid in cash by Keplerk by transfer to the Seller's payment account.

16. REPURCHASE OF CRYPTO–ACTIVES BY KEPLERK

16.1 The Repurchase option is available on the Keplerk Platform within the time and quantity limits, if any, specified by Keplerk. These limits are directly available at the following address: <https://keplerk.com/en/fees-and-limits>. For further information, the Customer may contact Keplerk Customer Service by email.

16.2 Keplerk may offer the Repurchase of Crypto–active assets to its Customers. This service is available on the Keplerk Platform in the Validated Customer Area. Customers have access to an interface allowing them to select the quantity of Crypto–actives to sell.

16.3 Keplerk shall inform the Customer of the proposed Repurchase Price for the selected Crypto–Actives. The Repurchase Price is determined by applying the reference price of the Crypto–active as provided for in Article 11 less the Repurchase Costs retained by Keplerk in accordance with Article 13 of the GTC.

16.4 If You wish to accept Keplerk's Repurchase offer, You must do it as a Seller, and:

16.4.1 Have a Validated Customer Space;

16.4.2 Hold your Crypto–Actives on a KEPLERK Crypto–Wallet. (Crypto–actives stored on a third party Crypto–Wallet are not eligible for Keplerk's Repurchase offer);

16.4.3 You must have provided Keplerk with the details of a payment account opened in your name with a payment service provider established in a state member of the European Union or a State party to the Agreement on the European Economic Area.

16.5 Procedure for the Repurchase of Crypto–active material stored on a Crypto–Wallet KEPLERK

16.5.1 The Seller must connect to his Validated Customer Area and enter (or check) the details of his payment account;

16.5.2 The Seller selects the option to sell Crypto–actives:

- If the Repurchase service is available, you will then have to enter the quantity of Crypto–actives you wish to resell to Keplerk;
- If the Repurchase Service is not available, You are informed by a message displayed on the Keplerk Platform indicating that the Repurchase Service is suspended.

16.5.3 When the Repurchase is available, You are informed of the amount proposed by Keplerk for the Repurchase of the quantity of Crypto–Actives mentioned and the Repurchase Fees applied.

16.5.4 If the Repurchase Terms are acceptable to You, You must then confirm the request to execute the Repurchase Transaction.

16.5.5 You must transfer the Crypto–Actives sold from your KEPLERK Crypto–Wallet to the Keplerk Crypto–Wallet whose address is communicated to you on the Keplerk Platform. The Crypto–actives will be delivered on the Crypto–Wallet of Keplerk as soon as the Repurchase is registered on the blockchain. The registration on the blockchain is determined by the global balance between the supply of computing power and the demand for registration in the blockchain. Keplerk is not responsible for delivery times, and in particular for the time taken to register the Repurchase on the blockchain. The registration period in the blockchain can take from a few hours to several days or even weeks.

16.5.6 You may at any time inquire about the delivery time with Keplerk by contacting Customer Service.

16.5.7 As soon as Keplerk is able to verify that You have actually initiated the transfer to Keplerk's Crypto–Wallet or that the Repurchase Transaction has

been recorded on the Blockchain, the Repurchase Transaction becomes irrevocable.

16.5.8 Keplerk shall transfer the amount agreed for the Repurchase to the Seller's payment account within five (5) business days of the verification of the reality of the transfer as indicated in the previous paragraph.

16.5.9 Keplerk cannot be held responsible for any error in the Customer's information, particularly in the details of his bank account or the details of Keplerk's Crypto-Wallet.

17. APPLICATION OF KEPLERK CRYPTO-WALLET'S TERMS AND CONDITIONS

17.1 The GTC are made available to you on the Keplerk Platform where they can be directly consulted at the following address: <https://keplerk.com/en/terms-of-sales-walletor> within your Customer Area.

17.2 The General Terms and Conditions may also be communicated in writing or on a durable medium by simple request from the Customer to Customer Service by telephone or e-mail.

17.3 You must accept the GTC when opening a Customer Area and before executing a Repurchase, in order to be informed of the provisions in force.

17.4 You are deemed to accept the CGW when You use them.

17.5 You are also advised to download and/or print them and keep a copy on a durable medium, notwithstanding the archiving rules implemented by Keplerk.

18. MODIFICATION OF THE GTC

18.1 Keplerk reserves the right to modify the GTC at any time.

18.2 Any proposed modification of the GTC shall be provided to the Customer on any durable medium before the proposed date of application for its coming into force.

18.3 Any Customer may refuse the proposed modifications and must notify Customer Service of his refusal on any Durable Support before the effective date of the proposed modifications (postmark as proof)

18.4 In the event that the Client refuses the new GTC, the CGW will be terminated free of charge in accordance with Article 11 relating to the closure of the Crypto-Wallet

18.5 In the event of a change in the Terms and Conditions, the Terms and Conditions applicable to the Customer shall be those available online on the Customer Area at the following address: <https://keplerk.com/en/terms-of-sales-wallet>

19. LIABILITY AND EXEPTION FROM LIABILITY

19.1 Keplerk cannot be held liable in the event of non-performance or improper performance of the GTC due to the Customer's fault, the fault of a third party or an event of Force Majeure.

19.2 Keplerk cannot be held responsible:

- of the durability and reliability of decentralized computer systems governing Crypto–actives;
- of the stability of Crypto–active prices, due to their high volatility;
- of the loss or delay in delivery of Crypto–actifs due to the Client due to computer and technical systems, in any manner whatsoever, and in particular, due to technical and/or security failures, whatever they may be, including pirating, hacking or failure of the Client's or third parties' information systems;
- of the Customer's negligence regarding the conservation of the identification elements of his Customer Space and/or his Crypto–Wallet KEPLERK;
- of any failure of the Customer's Crypto–Wallet held with third parties;
- of the reimbursement of Crypto–actives (or their counterpart in legal tender), in the event of loss of Crypto–actives by the Client, for any reason whatsoever and in particular, without this list being exhaustive, due to the piracy of the Client's personal data by any means whatsoever, technical malfunctions of the network of a Crypto–active for any reason whatsoever, the loss of the computer support containing them, such as hard disks, ledgers, tablets, smartphones, burglary, theft, extortion, violence, fraud or any other criminal offence contributing to the loss of Crypto–actives.

20. CRYPTO–ACTIVES SECURITY

20.1 Keplerk undertakes to provide its services in compliance with applicable laws and regulations and good practice.

20.2 Keplerk keeps in an isolated manner the Crypto–actives held on the KEPLERK Crypto–Wallet that You use from any Crypto–actives that it may hold.

20.3 Keplerk makes every effort to ensure the security, integrity and confidentiality of the Crypto–actives under its custody, in particular with regard to the storage of the KEPLERK Crypto–Wallet.

20.4 However, Keplerk shall not be liable to the Customer for any errors, omissions, interruptions or delays in operations carried out via the Keplerk Platform resulting from unauthorised access to the Keplerk Platform.

20.5 Furthermore, Keplerk shall not be held liable for any unauthorized theft, destruction or communication of data resulting from unauthorized access to the Keplerk Platform.

20.6 Keplerk remains alien to the legal relationship between the Customer and the Transferee.

20.6 Keplerk remains alien to the legal relationship between the Customer and the Transferee.

20.7 Keplerk shall not be liable for any fault, failure or negligence on your part or on the part of the Transferee.

21. INTELLECTUAL PROPERTY

21.1 No intellectual property rights relating to the use of the Ticket and the Customer Area are transferred to the Customer under these GTC.

21.2 The elements reproduced on the Keplerk Platform consist in particular of photographs, visuals, texts, drawings, logos and images, which are the exclusive property of Keplerk and which are protected by copyright, trademark law and/or patent law.

21.3 Any reproduction and/or distribution of these elements, without the prior written consent of Keplerk, exposes the offenders to legal proceedings.

22. PERSONAL DATA

22.1 In the context of providing the Crypto-actifs storage service and the processing of its Customers' personal data, Keplerk undertakes to comply with the regulations on the protection of personal data, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ('RGPD') and Law No 78_17 of 6 January 1978 on data processing, files and freedoms, amended on 20 June 2018 (hereinafter the applicable 'Regulation'). For more information, a data protection policy is available at <https://keplerk.com/en/privacy-policy>.

22.2 Purposes of the processing operation

22.2.1 The purpose of the processing of personal data is:

- compliance with any applicable legal or regulatory provisions, in particular those relating to the prevention of money laundering and terrorist financing
- treatment/management and archiving of Transfer and Repurchase operations;
- the control and prevention of incidents and irregularities (fight against fraud and any other type of abuse);
- commercial customer management;
- the processing of the Client's requests; and
- service quality control on the Keplerk Platform.

22.2.2 The Client is informed that his personal data may be recorded in one or more files in compliance with the applicable regulations and agrees that personal data may be recorded and processed in accordance with the purposes previously stated.

22.2.3 For security reasons and for evidentiary purposes, after the closure of the Customer Area, Keplerk will keep the Customer's personal data for a period of five (5) years, as well as the history of events and transactions related to his account (and in particular Transfers and Redemptions).

22.3 Communication of collected data to recipients

22.3.1 The Client agrees that personal data strictly necessary for at least one of the purposes mentioned above or as required by applicable regulations, may be communicated by Keplerk to its employees, subcontractors and outsourced service providers whose intervention is necessary.

22.3.2 The Client is informed that the communication of his personal information to the above-mentioned persons may be made in accordance with the conditions previously defined, to another country of the European Union or the European Economic Area.

22.4 Rights of individuals exercise

22.4.1 The Client has a right of access to personal data concerning him/her. You are informed that You may consult at any time in your Customer Area, the information you have provided to Keplerk, provided that this right of access does not affect the purpose of combating money laundering and terrorist financing.

22.4.2 You have the right to obtain the rectification of inaccurate data concerning You.

22.4.3 Keplerk refrains from processing Customer information for the purposes of commercial prospecting, advertising or direct marketing, relating to services or products or services promoted by itself.

22.4.4 The rights of opposition, access and rectification, limitation, portability and deletion as well as the right to define guidelines after his death can be exercised free of charge upon request to Keplerk by e-mail to Customer Service or by post to the following address: 17 Chaussée de La Muette 75016 Paris. In the event of non-compliance with its rights by Keplerk. You can appeal to the Commission Nationale de l'Informatique et des Libertés (CNIL).

23. FIGHT AGAINST MONEY LAUNDERING AND FUNDING OF TERRORISM

23.1 Keplerk is subject to French regulations relating to the fight against money laundering and terrorist financing.

23.2 In particular, Keplerk must identify and verify the identity of its Customers and, where applicable, the beneficial owner of the Customer Space and/or operations related to it.

23.3 The Client acknowledges that Keplerk may terminate or postpone access to the Crypto-actifs purchase or sale service at any time.

24. EVIDENCE

24.1 The archiving of communications, and in particular of any history of Transfers and Repurchase carried out, is carried out on a reliable and durable medium in accordance with Article 1379 of the french Civil Code.

24.2 These communications, and in particular any history of the Transfers and Repurchase made and, in general, any Keplerk computer document, shall have evidential value between the Parties.

24.3 In addition, Transfers and Repurchase are recorded on the blockchain, in accordance with the protocol provided for the Crypto-active concerned.

25. MAINTENANCE

Keplerk reserves the right to temporarily suspend access to the KEPLERK Crypto-Wallet online for technical, security or maintenance reasons without any compensation. Keplerk undertakes to limit such interruptions to what is strictly necessary

26. CUSTOMER SERVICE

For any questions regarding the application of these General Terms and Conditions and the operating procedures of the KEPLERK Crypto-Wallet, the Customer may contact Keplerk's Customer Service.

27. NON-TRANSFERABILITY OF THE CRYPTO WALLET

27.1 You may not transfer the Crypto-Wallet to a third party. The Crypto-Wallet of Keplerk may not be transferred in whole or in part by the User, whether for a fee or free of charge.

27.2 In the event of failure to comply with this prohibition, in addition to the immediate termination of this agreement, You are liable to Keplerk.

28. MISCELLANEOUS CLAUSES

28.1 The nullity of an unsubstantial contractual clause does not result in the nullity of the GTC.

28.2 The fact that Keplerk does not invoke one or more clauses of the GTC shall not constitute a waiver by Keplerk of its clauses or of any other clauses of the GTC that continue to have effect.

29. CONTRAT TERMINATION

29.1 The Client may terminate these GTC at any time and without notice.

29.2 Keplerk may terminate these GTC in the event of a justified suspicion of the identity declared by the Customer or in the event of non-performance of any of the obligations imposed on the Client under these GTC (in particular in the event that the Client does not provide the information and identification documents in accordance with these GTC).

29.3 The termination of the GTC by the Client shall be effected by contacting Keplerk Customer Service by email or registered mail with acknowledgement of receipt.

30. CONTRACT LANGUAGE

30.1 The GTC and all contractual information mentioned on the Keplerk Platform are written in French and English and can be translated into other languages.

30.2 In the event of any discrepancy between the French version and the translations, it is agreed that the French version shall prevail.

31.MEDIATION

31.1 Keplerk informs the Client that he has the right to refer the matter to the Electronic Communications Ombudsman whose contact details are given below:
Le Médiateur des Communications Électroniques: C.S 30342 –94257 GENTILLY
CEDEX, accessible at the following link:

<https://www.mediation-telecom.org>

31.2 The Client has the possibility to contact the mediator directly online at the address indicated above, in particular by returning the duly completed form for submitting a complaint to the mediator for electronic communications.

31.3 The acknowledged Customer's right to use an out-of-court settlement service for consumer disputes by referring the matter to a mediator does not prevent him/her from addressing any complaint in advance to Keplerk's Customer Service.

32. COMPETENT COURTS

Notwithstanding the foregoing, and in accordance with the provisions of Article R. 631–3 of the Consumer Code reproduced below, the Customer, provided that he is a Consumer, has several options: «The consumer may, at his choice, bring proceedings before the court of the place where he resided at the time the contract was concluded or the harmful event occurred ».

33. APPLICABLE LEGISLATION

These GTC are subject to French law.