

# General Terms of Use of the Web service *and* sales service [www.talentcoin.tech](http://www.talentcoin.tech)

Welcome, and thank you for using TalentCoin.

TalentCoin offers and manages a brokerage and exchange service for intellectual and IT services that can be executed primarily remotely, for professionals registered on its barter platform (hereinafter the "TalentCoin Service").

TalentCoin SAS also offers its own talents in study, design and support services for the identification of innovation capacity and in the contractualization of innovation (see TalentCoin Consulting Service).

TalentCoin also aims to offer exchanges of packaged partner products and services and distributed production, in a second step ("Partner Service"). To simplify the use of the TalentCoin Service, our members' services (Solution as a Service "SaaS" and Talent as a Service or "TaaS") are called "Services" or "Products" when they are subscribed.

Individuals or consumers cannot join the TalentCoin Service.

## Preliminary Article: Purpose and purpose of the GTUS

The purpose of these General Terms and Conditions of Operation, Use and Sale (hereinafter referred to as the GTUS) is to govern the relationship between TalentCoin SAS and the Members as well as the relationship between Members exchanging Services or Products and the governance rules of the Members' community (via the Manifesto).

For the Member, simple access to the TalentCoin website at the following URL address: <http://www.talentcoin.tech> implies the express and irrevocable acceptance of all the conditions described below.

TalentCoin reserves the right to unilaterally modify the content of these general terms and conditions of use at any time. The Member must then validate the new GTUS the next time he connects.

These GTUS apply, without restriction or reservation, in addition to the Legal Notices, the Manifesto, the Data Protection Conditions and the Security Policy, to all services provided by TalentCoin and on the [www.talentcoin.tech](http://www.talentcoin.tech) platform.

The Members' personnels assigned by their company to their Services or involved in the sale of Services or Products by the Member on the platform, are to consent individually when they register in the Talent area and collectively when the Member company registers, to the conditions of collection, updating, modification, classification, storage, retention, archiving and pseudonymization and any other processing required to ensure the contractualization, administration, execution and monitoring (amicable or not) of their data under the Data Protection and Security Policy rules.

Members of the TalentCoin community are and remain liable for the acts and omissions of their employees and representatives, and undertake to ensure the accuracy and legality of the information they store on the platform and comply with the social, tax and regulatory rules that are their conventional, regulatory and legal responsibility, to their employees from TalentCoin and the other Members or any third party.

The User (Member's legal representative and "Talent" staff assigned by a Member to a Service, its promotion, subscription, performance and warranty period) acknowledges, by registering personally and in the name of the Member company, that he/she has read these GTUS before registering, ordering or proposing the Service, which come in addition to the anticipated conditions and prevail over any sales or purchase conditions specific to the Member. Together, these conditions form the Community Membership and Governance Compliance Agreement, the brokerage, reverse invoicing, direct payment and invoicing mandate on behalf of a Member binding with TalentCoin and each Member with the other with respect to compliance with the Manifesto.

# Definitions of the terms

The purpose of this clause is to define the various essential terms of the contract:

**Cabinet or Personal Cabinet:** refers to the Member's personal collaborative space (Company Cabinet or Organization Cabinet), that of the Member's Users (individualized TaaS and TalentS or product sheet for the Member's packaged Services) and that of the Member's Projects (its Mission Requests) and personalized on the [www.talentcoin.tech](http://www.talentcoin.tech) Platform where Users access according to their rights profiles after having connected via Identifiers that have been transmitted to it by TalentCoin.

**Username and password:** refers to all the information necessary to identify a User on the website. The User ID and password allow the User to access services reserved for Site Members and to obtain their private key to offer their TaaS and SaaS and subscribe to those of other Members. The password is confidential.

**Registration or Enrollment:** refers to the online registration procedure that the future member and his User(s) must complete on the TalentCoin platform in order to access to his personal Company and Talent space for the User and exchanges (TaaS offers and TaaS search). This registration leads to the creation of the User's identifiers and personal account.

**Milestone:** refers to the intermediate stage of the Project such as a batch defined in the Mission Request and/or the Service Offer subject to an initial SmartContract and subsequent delivery, to a validation by the signature of an Acceptance SmartContract (intermediate or final) conditioning the continuation of the Project and leading to invoicing and financial flows on the accounts of the debtor Member and creditor Member respectively.

**Member:** the company becomes a Member when it has registered and identified itself on the website. Members can only have one profile (account) per entity and several Users.

**The Bartering Member:** refers to a User who publishes through the platform a Talent offer and a Mission Request.

**Mission Request :** refers to the publication of a TaaS or SaaS request placed by a Member relating to a project (its need).

**Service Offer:** refers to the publication of an invitation to barter TaaS and/or SaaS by a Member (its service).

**Proof of Talent or PoT:** refers to the final acceptance SmartContract containing the skills and qualification criteria and requirements to which Talent Users had to correspond and/or comply and which are confirmed by the Commissioning Member, to respond to a Project to which the Talent responded in the Mission, supervised by Milestones and acceptance criteria during the progress of the Mission via Monitoring, and over time.

**Website/platform:** refers to the website or platform accessible at the following url address: [www.talentcoin.tech](http://www.talentcoin.tech), and whose purpose is to connect Members in order to enable them to exchange TaaS and/or SaaS in the form of a barter, an exchange primarily and mainly without financial compensation

**The TCs:** refer to the transaction currency and link token allowing Members to exchange Services or apply for Loans or Lines of Credit. The TC is a token used as a cashless unit of account and network value not directly based on a national currency but established at parity 1:1 with the Euro, it is a technical instrument supporting a multilateral trading system. The TC is not spreadable, refundable, and does not give rise to any change during the entire period of presence on the platform, unless there is a currency option or conversion option provided for on the platform. As such, TC does not fall within the scope of banking regulations.

**User:** refers to any person who uses the website or any of the services promoted by the website.

**Talent Scoring Valuation:** corresponds to the TalentCoin community's enhancement of the positive and supportive practices of a Bartering Member and in particular of a Talent User active in bartering (several Missions performed) and exceeding the score of 4 more than 5 times consecutively.

# Article 1: Eligibility for Registration and Description of the Service

The Service(s) offered by TalentCoin (TalentCoin Service) may be subscribed via the Internet or by formal contract with TalentCoin SAS or with partner companies listed by TalentCoin SAS or its affiliates.

TalentCoin Services are reserved for any entity with a professional registration, located in France, Monaco or outside French or Monegasque territory that can contract with TalentCoin or with listed partner companies, subject to compliance with applicable legislation, including France and Monaco.

TalentCoin's mission is to allow Bartering Members, Members offering Mission Requests or Service Offers (TaaS or SaaS) and Members of authorized TalentCoin partners to indicate their needs, describe their Talent and Service profiles and access, through this secure Internet platform, to a large community of Users (consultants, advice, consultants, developers, designers, architects, mentors, service providers, etc.) identified with TalentCoin and the Member to which they are attached, on a voluntary basis, and recognized as useful for the ecosystem, to find solutions to their business problems.

TalentCoin provides Users with an online accessible IT platform to link Registered Members (and the User profiles designated for the performance of TaaS and/or SaaS under their responsibility for the information, specializations, qualifications and all data entered on their behalf on the website in the personal areas). In the long term, it is the technical certification (cryptographic) of skills that will be the trusted agent of these data (certified professional identity User and Member).

By registering with TalentCoin Service, each Member declares :

- To have full legal capacity, allowing it to enter into commitments under these GTUS;
- To be a professional duly registered with all legal or regulatory bodies (trade and companies registry, chambers of trades, tax authorities, social security bodies, this list is not limitative);
- The accuracy of the information provided;
- To use TalentCoin Services in compliance with national and international rules, particularly with regard to the nature of the services and provisions exchanged. In the event of a regulated activity, the Member declares that he/she may viably offer them on the TalentCoin platform and respond to them as necessary, in accordance with the Authorizations that he/she declares to have at his/her disposal during all his/her presence on the Platform (between registration and termination). The Member undertakes to update any changes to its Authorizations and to exit the Platform at its own risk and peril if these Authorizations change. The Member is informed of the essential characteristics of the TalentCoin Service on the TalentCoin website. It determines under its sole responsibility its Mission or Product proposal, its expressions of needs (Request), its order and its choices as to Services, Missions, Products, TaaS, selected services and designated Users.

**When you use the TalentCoin website and the User profile registration and contact services with Member service providers, you (Member and User) accept the adherence of these GTUS and agree to the Manifesto and the Security and Privacy Policy.**

TalentCoin's Brokerage and Intermediation Service is offered in several stages:

## **Access to the website via an Internet network and connection conditions:**

TalentCoin strives to be accessible on the website [www.TalentCoin.tech](http://www.TalentCoin.tech) 24 hours a day and 7 days a week, except during maintenance periods or breakdowns. We will endeavor to limit interruptions that are under our responsibility.

The User is responsible for his personal installation (hardware, software, connection, etc.), and for his Internet access (ISP), at his own expense.

TalentCoin, its partners and operator cannot be held responsible for difficulties in accessing the Internet network entrusted to the various suppliers.

TalentCoin may use cookies, which are used to store information identifying the User during the use of the website in order to avoid having to enter them manually on each page consulted except when private signatures are required. However, the User has the option of preventing the use of cookies by modifying the options of his Internet browser software.

Users are prohibited from interfering with the TalentCoin website or activities using software, or from having any activity on the website that may disrupt or attempt to disrupt the activities of TalentCoin, Members, partners and other Users.

### **Registration to the website and condition of access to the Services:**

The Member registers itself and registers the talents of its teams that it has identified as Users or asks TalentCoin to help it identify them (via TalentCoin Consulting and Partner Services); the talent voluntarily registers as Users and registers its company with the company's representative express consent that will become a Member; the Talent registers on a voluntary basis and may ask TalentCoin for access to a portage support partner when possible (outside the regulated profession). Each member is required not to interfere with the labor legislation in force and TalentCoin cannot under any circumstances be held liable for the actions of its members concerning violations of labor legislation applicable to the nature of their activity.

- services corresponding to services normally provided by regulated professions is prohibited except for Members who represent holding valid authorization from the competent authorities.
- The User undertakes to provide and grants the content of accurate, truthful, up-to-date and complete information concerning the identity and domiciliation, invoicing and payment details of the Member company, its representatives, its registration, its activity, its representative's details and its ability to commit the Member, as well as the identity, skills, answers to the online questionnaire, and contacts of the User or Users, at the time of registration, during the Member's presence on the platform, and on any content that the Member may provide on the website. This information is used for the proper functioning of the website, the creation of competency graphs, and the performance of TalentCoin Services (brokerage, transactions and delegated transaction administration, invoicing, conventional and financial monitoring, mediation, individual and collective management of professional reputation and professional identity and employability certification, in particular).
- The User commits not to create a false identity or false information likely to mislead third parties. In the event that any of this information proves false or inaccurate, the User undertakes to seek for the required modifications, tracked by the tools, TalentCoin reserves the right, without any compensation or notice, to temporarily or definitively suspend a User in default. All personal data provided by Users is only intended for TalentCoin, the Member and the User concerned. Their use is limited to the proper functioning of the website and the TalentCoin Services. None of this data is sold, given, transferred or exchanged. In accordance with the French Data Protection Act No. 78-17 of 6 January 1978, as amended, the User has the right to access or rectify any personal data collected. The computer processing relating to the files of the TalentCoin system is subject to a declaration to the CNIL and adherence to the attached Data Protection and Security Charter.
- In particular, the Member undertakes to provide an effective e-mail address of which he/she is the owner or holder.
- If it does not act on its own behalf, both the User and the Member guarantee to act on behalf of a natural or legal person who meets the above conditions, whom it legally represents or has expressly empowered to enter into an agreement with TalentCoin or via the Services accessible through the url [www.talentcoin.tech](http://www.talentcoin.tech) and who has authorized him/her to communicate the information necessary to use the TalentCoin Services, under the conditions defined herein.
- The Member is informed that TalentCoin may check the registration forms and personal and Member Cabinets filled in via the website, as well as the Member's solvency and is entitled to carry out the operations required by the TalentCoin Services for which TalentCoin is vested to upon the Member valid registration. TalentCoin is entitled to suspend the provision of TalentCoin Services to any Member whose registration terms and conditions violate these Terms and Conditions, under the suspension and termination conditions set forth below.
- The Member also undertakes to engage necessary actions to ensure that each User regularly updates all the information concerning him/her relating to the structure, the activity of the company and the User profile in the concerned area, in order to preserve their accuracy, in his/her own interest, having regard to the purpose of the Service.
- At any time, each Member may make changes to the data concerning him or her or concerning the Users that appear useful or necessary, including his or her registration data, via the "Member cabinet" (or Company Space) or "Talent Cabinet" (or Talent Space) section, depending on the information concerned, accessible via his or her User profile and rights by using the identifiers and passwords required on the platform. Some modifications may constitute an intelligent or SmartContract, for which the private key of the Authorized User is required.
- The Member undertakes to create only one account corresponding to its profile. The User undertakes to create only one related profile for the same entity unless he/she acts both as the Member's legal representative and as a talented User as the Member's TaaS.

- Each Member will receive an email for the purpose of verifying his/her address and activating his/her account at the email address provided by him/her at the time of registration. The Service will only be fully accessible once the Member has completed the activation process indicated in the email.

### **Password and security:**

- The username and password chosen by the User at the time of registration allow access to the TalentCoin Services and the various spaces according to his User profile. These data are confidential.
- The Member is solely responsible for any use that may be made of the User ID and password of its User(s), and is responsible for reproducing these obligations in its relationship with Users; the Member is solely responsible for their confidentiality, as well as for any use of the accounts assigned to its Users
- The Member undertakes to inform TalentCoin SAS immediately of any unauthorized use of his or her account(s) and to do what is necessary to ensure that Users also undertake, as the case may be with TalentCoin upon registration, and of any breach of the confidentiality and security of his or her means of identification, by using the contact form available on the website
- If TalentCoin has legitimate grounds to believe that the security of the Service is breached or that it is being misused due to unauthorized use of the Member's means of identification or non-compliance with the GTUS, it may temporarily suspend the User account(s) and Member account(s) in order to preserve the integrity of the website and data, and, if deemed appropriate, require the modification of these means of identification. In the event that the Member wishes to modify its means of identification, it only has to go to the website and modify its parameters in the "My account" section of its profile. Only the private key cannot be modified and must be requested for re-issue according to the rules in force on the website.

### **Functioning of TalentCoin Services:**

First of all, TalentCoin feature enable to make a matching proposal, between Commissioning Member with skill requirements, in terms of study, conception, engineering, design, assistance, expertise and innovation and Service Provider Members offering their TaaS and/or SaaS Service Offers, administered by Users into their Talent Cabinet with skills in these subjects and able to provide professional technical or intellectual solutions to the needs of Commissioning Members, within the required time, according to their availability and more generally to carry out remotely and anonymously the mission described by the Commissioning Member.

Thus, through the Platform, the Commissioning Member describe the Mission Request, the context and means of carrying out the Mission as well as the key elements (the "Project") and express their needs. Then, thanks to algorithms developed by TalentCoin, the Platform proposes Talent profiles (unit or combinatorial TaaS) likely to best meet the needs of the Commissioning Members (in particular according to the skills required for the Project, the budget, the level of qualification, the estimated end date of the Mission (or Deliverable) and other key criteria defined and integrated into the SmartContract once accepted and working language).

The Platform discloses the different Talent Profiles selected by its algorithms with the associated TaaS, TaaS Price in TC to the Commissioning Members who can then select the Service Offer that best meets the Mission Request described. Each Service Offer includes the intervention offer as sent by the Service Provider Members for the TaaS profiles relevant to the Project.

More generally, the Platform provides access to collaborative project monitoring tools, including a chat and a notification system and monitoring console;

Upon the selection made by the Platform, Commissioning Members may formulate questions or requests for additional information, or proposals for interviews in compliance with the Manifesto (in particular rules of anonymity, ethics and non-exchange of identification details), using the instant communication tool (chat), the online assistant (chatbot), or via the "trust call". At the end of this questions stage, if they meet the required criteria to the satisfaction of the Parties, they click on the acceptance of the "match" (pairing) and sign the SmartContract Mission with their private keys.

TalentCoin will be responsible for ensuring the administrative follow-up of the performance of the Project on the concerned Members' behalf.

On the platform and as soon as a validated Member registers (compliant and verified by the Platform Administrator and the rules of capacity, legality, anti-money laundering, eligibility including AML, KYC), the main functionalities are the following:

- The Member may purchase TC credits from TalentCoin (online or directly from the Company) to be able to use TalentCoin Services: in proposal of its TaaS (Service offer) when it has no identified need to purchase Missions and Products to Members (Mission Requests).
- Each Member enters its needs (project) in the Project/Mission Personal Cabinet (Mission Request) and can add some during its presence on the Platform before signing SmartContract Mission, and designates or asks the staff of its company to identify its TaaS by profile in the Talent Personal Cabinet (Service Offer), indicating the resources available for other members' projects as well as the availability schedule and the corresponding man-day rate (the TC rate);
- For each type of request or expression of need (Mission Request), the Bartering Member is proposed by the Platform TaaS and/or SaaS in accordance with its identified criteria including the required skills, the scope of the specified Mission Request, the budget defined by the requesting Member and the final performance date or requested delivery, and if necessary the other Key Elements it has defined in the description of its Mission Request. It uses its TC credits to buy the TaaS and SaaS it needs, in compliance with the rules and limits defined herein;
- When creating a request or placing an expression of need (Mission Request), the Bartering Member chooses for its criteria, the type(s) of skills it considers necessary for the project it describes and the level of seniority, budget and performance deadline, as well as the criteria for acceptance of delivery, and the main Milestones to enable the Platform to propose the best match between the talent profile proposed in TaaS and the project (Mission Request). Once the proposal made by the Platform has been accepted by the Bartering Service Provider Member (User assigned to the selected TaaS) and the Bartering Applicant Member, to carry out the Mission, the platform proposes the SmartContract Mission (automated contract containing these key elements), which materializes the Mission subscription in complete confidence signed off using the User and Member private key, all this data is part of the SmartContract in the form of a code, distributed in the blockchain.
- Users have access to anonymous project requests (expression of needs constituting the Mission Request) without knowing for which Member the Mission will be performed, unless they subscribe to the Referencing option, if they are part of the talents selected by the TalentCoin engine among the available TaaS. A match refusal must be expressly justified by the User concerned on the drop-down menu provided for this purpose.
- Applicant Members can also request a trust call (scheduled telephone contact on the TalentCoin call platform or a chat, on the intended tool, anonymously and without providing any identifying information of any kind, which is an essential condition on TalentCoin) before accepting or refusing the Mission or TaaS proposal. Members and Users are informed that for reasons of quality control, management of disputes or quarrel and respect for the ethical rules of TalentCoin reflected in the Manifesto, written and verbal conversations may be recorded and transcribed by TalentCoin and kept for a period of three years.
- The formulation of the Member's Mission Request specifies in particular the category, purpose, goal, scope, characteristics of the project, the Mission environment (contact person of its organization, tools made available, level of confidentiality and quality required, etc.), expectations and key elements, in which the mission must be carried out, the transaction and the amount of the estimated TCs disbursed, as well as any element necessary for the arrangement where appropriate.
- Bartering Members selected by the platform may also make a counter-proposal in the chat room, either because they cannot meet all the conditions of the request, or because they wish to offer a TaaS Offer on more competitive terms but in good faith and in accordance with the rules of solidarity and loyalty of the Manifesto.
- The requesting Member remains free to accept or not any Mission Request, Service Offer or any counter-proposal made to it, giving legitimate grounds to its decision (in order to optimize TalentCoin Services and to manage disputes in a preventive manner).
- The Requesting Member selects the best Service Offers from those submitted by the platform, and uses TC credits to pay the corresponding price, without prejudice to the commission fees owed directly to the platform.
- Once Missions are initiated, TalentCoin monitors their performance by means of an alert system sent to stakeholders to the Mission, by default at 25%, 50%, 75 and 100% of Mission progress (proportion of the planning between the Mission commencement date and expiry), unless specific milestones defined by Members at the transaction for the Mission concerned, entered in the SmartContract, are anticipated. Each Member involved in a transaction (the User of the Supplying Member and the User of the Requesting Member) responds to this alert within 48 hours of receipt, depending on the proposed response choice, with or without reservation. This answer is an intermediate Certificate of Acceptance, materialized by an Intermediate Acceptance

SmartContract, signed by each User at the time of his/her answer. The silence kept at the end of this period is worth "yes, everything is going well according to our expectations" for each of the Members contributing to the SmartContract concerned. The Mission's final assessment will take into account these responses to alerts assigning a minimum scale to the assessment.

- Once each Acceptance Certificate has been signed, the transaction or service part is deemed to have been carried out, the supplier or the applicant validates (unless there is a Dispute) the allocation of the TCs corresponding to the portion concerned, making it usable for other transactions by the Member thus prepaid, the final payment to the central pivot account of the Member concerned takes place on the 15th of the month following the signature of the concerned certificate.
- Members providing TaaS for the Mission achievement, then receive TC credits up to the percentage of Mission deliverable accepted and certified by default within 15 days of the Mission end date, for which a SmartContract of final acceptance is signed by the Members concerned by the transaction, unless dispute registered on the TalentCoin module provided for this purpose and having probative force between the Members concerned. Disputes are reported by the Members concerned within the aforementioned 48 hours, and transcribed into a SmartContract Dispute whose key elements are included in the platform's Dispute module to facilitate amiable mediation.
- Monetization or TC credit exchange on the platform meets certain conditions set out below. The same applies to mixed payment, in cash and in TC (mixed payment option, invoice closing option not cleared in time, early exit from the platform, conversion to equity or other network currency of referenced Partners, etc.), when a Member has accumulated a certain number of credits. These options will only be available to Bartering Members having made at least 3 barterings on the platform, upon activation of these options open for subscription by TalentCoin on the platform.

## Article 2: Mission Acceptance and SmartContracts

### 2.1. Acceptance of the Operating, Use and Sale Conditions

The reading and acceptance clean of reserves of these terms and conditions upon registration on the platform are mandatory and preclude the use of TalentCoin Services, Partner Services, Missions Request placement and endorsement, TaaS, SaaS, and their publication. The validation click (checkbox) has the value of an electronic signature and proves that the User has read all these conditions and the responsibilities, obligations and commitments incurred by him/her. Adherence to these conditions is confirmed by the signature of a SmartContract between each Member, User and TalentCoin; it is binding and has probative force with regards to any Member of the community on the platform.

Any User who does not comply with these terms and conditions will be temporarily or permanently excluded out from [www.TalentCoin.tech](http://www.TalentCoin.tech). The exclusion leads to the transfer to TalentCoin of the remaining sums from the Member's pivot account, provided that they will be used to cover the debt and credit request of any Eligible Community Member, according to the applicable conditions at the time of the request.

By accessing and registering for the Service prior to its use in accordance with the terms and conditions set out under Article 1 above, the Member acknowledges that it meets the conditions for membership set out under Article 1 and has accepted them. The assignment of the private key allows user to sign any contract with the platform and with the community Members during the use of the TalentCoin Services.

Access to and use of certain features of the Service may also be subject to special Terms and Conditions of Sale.

As this is a solution using blockchain technology, the Member is aware, and each User is also aware, that the information recorded in the block chains as well as the link to access the information collected during use of the service are tracked and that only the links between pseudonymized identification data and transaction history may be disconnected, in order to make the information inaccessible and useless.

### 2.2 Modifications/Evolutions of the GTUS

TalentCoin reserves the right to modify these Operating, Use and Sale Conditions at any time without notice or compensation of any kind.

The Member is therefore invited to regularly consult their latest updated version, permanently available on the home page of the website, by clicking on the "GCU" link. The amended GTUS shall enter into force as from their publication online and shall therefore apply ipso jure.

In the event of non-acceptance of the new conditions, the User may terminate his/her membership upon simple request within 10 days; beyond this period, we consider the modifications made as read and accepted.

## **Article 3. Operation of the Multilateral Service Exchange Service offered by TalentCoin (Service and Missions Offers)**

### **3.1- Destination and nature of the TalentCoin platform**

- The Service provided by TalentCoin consists in providing a system to centralize, secure and optimize skills bartering (more generally TaaS and SaaS or Services) via a system of Offset Credits on a Pivot Account (pivot account) using the TalentCoin or TC network value unit. To estimate the value of the Services exchanged, TalentCoin has set the value of one (1) TC Credit at one (1) Euro. The exchange credit or token is a network value unit called the TalentCoin or TC). Each Service price defined by the Member for its TaaS and/or SaaS is converted into TC with a parity of 1:1 between the fiduciary currency and the TC, as an indication €1 is worth 1 TalentCoin which will be converted into Ether equivalent on the trading platform at the time of (re)conversion into fiduciary currency at the end of the cycle or leaving the Member's community.
- TalentCoin will provide indicative scales of TaaS and SaaS in TC value however fixing of the transaction price depends on the agreement between the Members on the TC price per TaaS a day and the budget allocated by the requesting Bartering Member.
- Members sell services at the current price against TC Credits. The selling Member accumulates TC Credits on its TalentCoin online pivot account and can barter its Credits with Members offering services themselves on the platform and, if applicable, on partner platforms accepting TalentCoins or the equivalent in blockchain currency of the protocol used by the platform.
- TC credits are a special form of legal compensation within the meaning of the Civil Code and cannot be considered as legal tender but as tokens. They may under no circumstances be reimbursed for cash, they must be converted within the meaning of this agreement, or used on the referenced partner trading platforms.
- The first TCs are generated by an effective barter by the Members, however, Members may purchase a volume or line of credit from TalentCoin when they first have needs for Services without a Customer Member of their Service over the same period of time (two consecutive months).

### **3.2- Terms and conditions of the offer of services bartering**

- Once its TaaS offer and the corresponding User profiles filled in, the Member has the opportunity to see its services offered to other Members and the requests for services offered to other Members if the prices, dates and other matching criteria match, according to the TalentCoin algorithm with an order of priority (time, budget, skills, other criteria). Each Member may at any time before signing a Mission SmartContract modify its offer, profiles, availability schedules, requests and budget. From the moment the Member has registered its offer, it is considered to have knowingly and without reserves accepted the present terms and conditions. As soon as it is registered, a Member's TaaS offer and Requests are instantly visible by the platform and can be selected by the algorithm for a matching proposal (match expression of need, User assigned to the TaaS answering it as closely as possible).
- Members must offer services for exchange **at their fair value and on the basis of prices between their daily rate minus 15% and their daily market rate, which they offer to their own customers outside the platform.** Members who sell services at prices higher than their current price shall be notified of a warning. If a Member continues to sell products or services above the current price, it may be removed or excluded from the platform, its account will be closed and its credits transferred to TalentCoin as non-refundable.

### **3.3- Publications of Offers and Transactions between Members**

- The Member who intends to purchase a service available on the platform is required to identify himself to TalentCoin and cannot carry out the transaction outside the platform unless risking to be excluded from the community.
- The platform mitigates or moderates on the publications of Offers afterwards and reserves the right to refuse their publication online, without having to justify its decision to the Member.



- The Member remains the owner of all its intellectual property rights. However, by publishing a content on the platform, it grants the publishing company the non-exclusive and free right to represent, reproduce, adapt, modify, disclose and distribute its publication, directly or through an authorized third party, worldwide, on any medium (digital or physical), for the duration of the intellectual property. In particular, the Member assigns the right to use its publication on the Internet and on mobile phone networks. TalentCoin undertakes to include the Member's name close to each used content of its publication, as long as the publication does not make it possible to identify a talent, an individual in particular, unless referenced by the Member; by default the talents are anonymous and so are the Members.
- TalentCoin acts as a host for the publication of content posted by Members (announcements, chat comments, description, specialization, etc...), in accordance with the law on trust in the digital economy, TalentCoin cannot be held responsible for content published by Members.
- The website's contact form allows Members to report any content that they consider inappropriate or illegal. It is important to report the nature of the content, as well as the Url address through which it is accessible so that TalentCoin can review it and delete it if necessary.
- The sale is carried out between the selling Member and the requesting buying Member without any intervention of TalentCoin which acts as a broker on the bartered services. The transaction records and successful matches between the Service Offer and the Mission Request issued by the platform have probative value between the Members and with respect to TalentCoin. They do not replace the rules applicable in each Member company or under the legislation applicable to it. The data recorded in the blockchain by the Members constitute proof of the nature, content and date of the transaction. They also attest to the Talent worth and the certified assessment relying on proof of talent and work for the Missions performed. The archiving of this data is the responsibility of the Members. As an intermediary, TalentCoin is not a party to the sale or exchange and is not liable for the sale or exchange of barter and its consequences in accordance with the terms of the Liability Clause.
- The Member undertakes not to offer in exchange services which would be contrary to public policy and decorum or which would harm the morals of a third party. The Member shall be liable for any damage to the reputation of TalentCoin or third parties due to the nature of the services bartered and netted off. The Member declares that it has all the intellectual property rights or holds all the necessary licenses with regard to the goods and services intended for the Service Offers and the Mission Requests, TalentCoin cannot be pursued on this subject in any way.
- The Member remains free to modify its Service Offer and its Mission Request at any time until a matching proposal is made. Any modification is tracked, the User profiles being logged in the blockchain as well as the work evaluations and certification of talents and their skills. Changes made to a Service Offer or a Mission Request that is the subject of a SmartContract, give rise to an additional SmartContract, for which the Member making the change is responsible for integrating the link with the previous contract into this additional contract. Dispute resolutions follow the same regime, their translation being made in the Dispute Resolution Certificate which is also a SmartContract. Its existence is stored in the Dispute module of the platform for 3 years from its signature by the Members concerned.

### **3.4- Creation of a Member online pivot account and a Talent gauge:**

- An online pivot account is assigned to each Member as well as a Member account for incoming and outgoing financial flows for sales and purchases transactions made in the platform community. The pivot account is sometimes debit and sometimes credit in the Member's life on the platform, it being understood that the Member undertakes to balance its purchases and sales to be as close as possible to 0 in the pivot account. A debit or credit situation per trading period gives rise to corrective actions by the Member to restore the balance. Failing this, the guarantee mechanisms, credit lines, reverse invoicing and/or receivables transfers provided for below may be undertaken in accordance with the Manifesto to which each Member subscribes upon registration on TalentCoin. A User account is also carried out to allow the User to know the value level of the pivot account he/she generates in the economic system of the platform for the Member to which he/she is contractually attached. This account and the TC token facilitate the exchange of Services. This countdown serves as a gauge for the Talent User of the Member's TaaS level due to his/her skills and talent time allocation. It is taken into account in the management of his/her reputation and professional assets.
- A positive pivot account (number of CTs greater than zero) allows services to be provided by other Members without having to pay a deposit.
- The balance of each Member's pivot account through circulating exchanges will be reviewed every two-month period to stimulate reaching a zero balance value (by purchase or sale) in order to avoid significant half-yearly gaps to be covered in TC purchases from TalentCoin or by subscribing to options if no need is recorded or a match is available over the period. It is understood that, in accordance with the Manifesto, each Member is likely to sponsor service providers already

identified among its own customers or suppliers, to enrich the community and encourage purchases when its account is positive and sales when it is negative.

- The guarantee system (described in the chapter on Surety and Line of Credit) also allows you to credit its account.

### **3.5- Invoicing between Members (on behalf of third parties)**

- The Member for each transaction empowers TalentCoin to issue in the name and on behalf of the Member to each service transaction, a smartcontract that Users sign off upon approval of the matching proposal and an invoice with the applicable tax or taxes according to the tax regime applicable to the transaction, and the invoice must include the mandatory information provided by default in Article L 441-3 of the French Commercial Code or the equivalent of which each Member liable to pay to its collection agency (location of the supplier Member's company). The recipient of the invoice, purchaser of the services, is required to pay the taxes concerned, the seller being required to collect the tax when it is due. The double taxation avoidance mechanisms apply as soon as it is provided for in the SmartContracts for the need concerned or the TaaS concerned to take this into account. Otherwise, TalentCoin applies the tax rate provided for in the country where the person liable for the tax is located. It is the Member's responsibility to pay the taxes for the fiscal year concerned to the concerned tax authorities.
- Thus, for each service rendered by a Member's User in the context of a transaction (sale, purchase and barter), the account will be credited at the end of the performance checks and certified work confirmation (intermediate and final SmartContract, acceptance and certificate) with an amount equivalent to a traditional service (e.g.: for a service whose estimate would be 100€ excl. tax, the account will be credited with portions of 100 TCs after signing the SmartContract and checking the progress of 25%, 50%, 75% and 100% of the Mission, i.e. here 4 times 25 TC); for each service received, the account of the purchasing Member will be withdrawn of an amount equivalent to a traditional service (e.g.: for a service whose estimate would be €100 excluding VAT, the account will be debited a total of 100 TCs if the above-mentioned SmartContracts are signed without reservation, the reservations must be justified and included in the signed contract as well as in any dispute). Any taxes due on the service are added to the TC amount excluding taxes taken into account in the transaction on the day of invoicing. TalentCoin traces them in the invoices issued as compensation in the name and on behalf of its members. Taxes are separated from usable cash to allow their payment to the authorities by the collecting Member in each financial year as in traditional services (in euros equivalent to the TC recorded per taxable transaction).
- Under no circumstances will TalentCoin be required to carry out the relevant tax verifications, failing which it will collect the default VAT on the invoices it issues on behalf of its members and any favorable tax regime that the French or Monegasque authorities concerned may require on transactions in tokens.
- TalentCoin issues invoices on behalf of Members by default, unless the Member specifically requests it to issue its own invoice. TalentCoin collects VAT in TC and translates it into cash on behalf of the vendor, at the first invoice issue. In any case, TalentCoin issues a monthly statement of the transactions carried out the previous month by the Member on the 15th of each month. This transaction log will be used in addition to the issuance of invoices (the format is in accordance with accounting standards), supporting documents and accounting reports for authorities, and as a basis for the calculation of brokerage invoices corresponding to the amount of commissions calculated based on the volume of purchases and sales made during the period.
- This statement will serve as an invoice (the format is in accordance with accounting standards and translated by default into euros) as well as the amount of commissions calculated according to the volume of purchases and sales made. TalentCoin will make available monthly and annually in the space of each Member (only to the User with a legal representative profile) this statement of his pivot account as well as the details of the TCs generated by each User profile.

### **3.6- Obtaining and using TC credits / obtaining a Credit Limit line (Credit Limit)**

- In order to obtain all its TC credits once the Mission has been carried out as indicated above, the selling Member must justify to TalentCoin the absence of unsolved disputes, placed by the buyer lodged in the tools or by any means made available by the platform, relating to the transaction covered by a SmartContract between it and the buying Member.
- The selling Member is required to appoint TalentCoin to issue invoices on behalf of third parties on the accounting tool by TalentCoin to be addressed to the buying Member party to the SmartContract, so that the statements are managed by the platform and in compliance with the legal provisions that apply to its sale.

- The seller Member's pivot account is then instantly credited with the undisputed amount of the sale in TC credits and the buyer Member's pivot account is withdrawn with the same amount.
- In specific situations TalentCoin authorizes overdrafts not exceeding 6000TC over a rolling period of two consecutive months except for the purchase of a credit line (credit limit) or additional security to avoid freezing future transactions of the debtor Member. This authorization is a paying option with TalentCoin. The payment covers the discounting effort and the intervention of a third-party bank lender/guarantor.
- A Member company may buy and sell while remaining in bad debt within the limits defined by the platform, provided that it becomes a creditor again at least once within two (2) years from the first day of overdraft.
- Any Member with a negative balance of TC credits or whose purchases have exceeded sales must balance its account within two (2) months and beyond with authorization within a limit of two (2) years from the first overdraft. The appropriate rebalancing mechanisms can be offered as options by TalentCoin (purchase of TC in the form of a loan from TC, application of a loan or repurchase of a debt from a creditor Member, guarantee play, mixed payment, etc.).
- In the event of non-compliance within the deadlines, TalentCoin may request reimbursement in euros of the negative balance in order to close the pivot account concerned plus a behavioral penalty (€50 per 1000TC to be balanced in cash by the Member).

## Article 4: Financial conditions of the TalentCoin Service

### 4.1- Subscription and commission

Registration on the website is free of charge. On the first of the two dates between the 4th transaction on the Platform and the 12th month following registration on the Platform, the Member must pay a fee to maintain its professional identity in the community (Membership) per number of Talents (User) registered. The first year, the calculation is based on the average volume of Users assigned to the Offers of TaaS over the rendered period. Then the membership fee amount will be updated when new TaaS are added on the previous calculation, payable on the anniversary date of first application. Any other Member organization architecture can be subject to a specific pricing on TalentCoin's estimate, in particular for intra-organizational use of the TalentCoin solution.

The prices of the TalentCoin Services options that can be subscribed to on the website are detailed on the page <http://www.talentcoin.tech/tarifsSouscription>. Prices are indicated in euros, excluding taxes. The prices of the Members' TaaS and SaaS are indicated in TC. TalentCoin reserves the right to modify its prices at any time under the same conditions as the modification of these conditions.

The annual subscription (membership of the TalentCoin community) is tacitly and automatically renewed at the same rate as the one invoiced at the first subscription. The Member may terminate its subscription up to 1 week before the anniversary date of the first invoicing of the Member, unless the transaction was subscribed in the six (6) months preceding that date. Future subscriptions will always be invoiced on the basis of the rates in effect at the time of registration of the Member's 4th transaction on TalentCoin platform.

The maintenance of membership after twelve months with less than 4 transactions and more than 4 transactions requires the Member to pay the annual subscription per User Profile set at 1200 euros excl. tax per year. For Members with less than 6 Users, the renewal is increased to 2000 euros per year in subsequent years for an average of 5 talents per year assigned to TaaS Offers, paid by direct debit from the Member's account credited on TalentCoin, corresponding to the attribution and maintenance of the universal professional identity per User and the gauge within the community.

It is specified that if an invoice is partially paid in offset credits and cash (see article on mixed payment option), the amount of the commission is calculated on the total amount of the invoice for the seller and the amount of the commission is calculated on the amount of offset credits for the buyer.

### 4.2- Billing of commissions and subscription billing by TalentCoin

In return for its brokerage services, delegated management of transaction administration, risk coverage and management of transaction records and delegated invoicing and the business contribution it allows for Members, TalentCoin receives a commission of five percent (5%) to twelve (12%) percent excl. tax depending on the seller Member profile, payable in euros on the amount incl. tax of transactions (Purchases & Sales) made with a Member of the network entirely upon signature of the SmartContract concerned, by direct debit.

On each private key signature of the transactions carried out (by SmartContract to buy or sell TaaS), TalentCoin will withdraw the corresponding commission (Mission purchased or Mission sold) from the bank account of the buying Member upon the SmartContract execution date, in euros and the corresponding invoice of TalentCoin SAS will be issued with the applicable VAT; this statement of invoiced commissions will be issued at the latest on the fifteenth following each monthly transaction period.

Between the 15th of each month and the 1st of the following month, TalentCoin makes the invoice available on the Member's Company space as well as a monthly statement of the transactions carried out the previous month by the Member.

TalentCoin offers **three types** of commission according to the type of seller, for business contribution: for independent sellers (1 User only) at a rate of 5%, for small and medium-sized companies at 8% (more than 2 Users and less than 8 Users) and for large accounts or multisites at 12% (when there are more than 8 Users or when the Member belongs to a community of typical Members clubs, associations, clusters, nurseries, economic and/or social interest groups) with a Membership by levels. When the amounts are significant (more than 25,000 TCs) TalentCoin can opt for a commission sharing between seller and buyer. TalentCoin also offers the price of its TalentCoin Service Conseil, which may be subscribed separately from these GTUS under the corresponding marketing conditions, not to be confused with these GTUS.

Part of the commission is reserved on a Member credit account to assure future payments from Members and the lines of credit they may request, the rest is used to pay for TalentCoin Services (brokerage, administrative management delegated by Members to the Platform and collection, as well as the development of the TalentCoin community).

Following a 12 months period from the earliest between registration date or 4th transactions achieved on the platform, the management of User rights on its gauge and reputation gives rise to the invoicing by TalentCoin to the Member of an annual membership fee per User proposed as TaaS by the Member at the current rate (indicative 1200€ excl.tax annual per Talent User per Member, except multi entity offer and major accounts) calculated on the basis of the average number of Users if it has fluctuated during the period.

Without prejudice to the aforesaid, a setting and access fee shall be required by TalentCoin for large business where setting and implementation of numerous specific Personal Cabinets should be required, though in particular for organizations and entity enrolling more than fifteen individuals.

#### **4.3- Payment terms and conditions**

TalentCoin only accepts payments by direct debit and wire transfer to ensure the viability of the platform. Each Member informs on its own the details of its banking information at the time of subscription and updates them regularly. Each month an invoice is sent detailing the commissions due to TalentCoin from the previous month.

TalentCoin reserves the right to suspend or cancel any registration in the event of non-payment of any amount due by the Member, or in the event of a payment incident. TalentCoin will apply the late payment penalties as provided for in the French Commercial Code (3 times the legal interest rate in force on the due date of the invoice). The Member is informed that TalentCoin reserves the right to modify at any time the selling prices of the services (renewal or Membership, options, TalentCoin Consulting Services and commission).

#### **4.4- Options invoiced per month (per month started)**

TalentCoin offers its Members the possibility to subscribe from time to time automatically renewable non-recurring options on a monthly basis, for which any month started is due and invoiced by TalentCoin in cash or in TC, as TalentCoin elects to.

- Referencing or de-anonymization: it is a matter of making all or part of its Users visible (with their consent) and agreeing to be quoted as a commercial reference.
- The temporary grouping of multiple companies to form a TaaS pool: this is the possibility of pooling together resources to answer to a Mission Request by constituting joint Service Offers when relevant. When the group initiative is requested by TalentCoin, the activation of the option is free of charge.
- Mixed payment or mixed purchase (fiat/TC): the fact of being offered providers and customers who agree to pay or the fact of accepting to be paid both in cash and in TC for a given period. When the option is subscribed, the Member must specify the desired proportion of cash payment between 1 and 50% of the value of each transaction.

- Anticipated conversion from TC to fiat: the Member may request to receive in cash part of the amount of his pivotal account, when he has to deal with mixed purchases or when he has to make off-platform purchases or cash expenses, it being understood that he must specify the item of expenditure concerned to enable TalentCoin to propose alternative purchases on the platform if necessary if they exist or can be proposed within one month of the request.
- TCs exchanged for equity token: this option is open to both creditor Members with a central account of more than 25,000 TCs over a 24-month period and debtor Members with more than 8,000 TCs who open their capital at a value consistent with the market price.

#### **4.5 Security deposit:**

When a User wishes to benefit from a Service while its pivot account is equal to zero, a credit option must be subscribed (equivalent to a guarantee) and the sum must be paid up to 50 euros in cash for TalentCoin to issue the corresponding TCs by 50 usable TCs + non-refundable transaction fees. The option is invoiced every month that the pivot negative lasts without an incoming transaction for this Member. The fee is 50 euros per 100 TC requested and per month for more than two consecutive months overdrawn.

A request for more than 6000TC of overdraft is likely to block the purchases of the debtor Member unless a new guarantee or credit line is subscribed with TalentCoin.

At any time, the deposit can be released to the User reaching a pivot account level greater than zero and old of more than twenty-four months of activity on the Platform, upon request via the contact form on the Platform. The only condition for being able to recover on request the deposit(s) paid is to have previously revert as many hours of service as those obtained at the corresponding daily rate related to the overdraft or paid in TC the amount covered by the deposit via equivalent sales.

Indeed, since the community is based on collaborative values of balanced and circulating exchange (and not simply unilateral consumption of services), Members undertake not to misuse the guarantee or credit demand system to obtain services without ever having to provide a service. TalentCoin may issue a warning or warning to regularize the situation under penalty of temporary or permanent suspension of the Member concerned.

#### **4.6. Guarantee and failure to clear by a member**

The financial stability of the TalentCoin community and TalentCoin itself relies on a guarantee mechanism which sole purpose is to cover the non-recoverable negative balance of Members' pivot accounts at the end of a bartering period. The guarantee mechanism - recorded as agreed at the registration date of each Member and reapproved by the Community of Members (Autonomous decentralized organization, DAO) every year - comes into effect if a Member whose balance in the pivot account is negative at the end of a 24-month period or behavior requiring its exclusion, or if it is the subject of a judicial liquidation, or bankruptcy procedure, the debit balance is taken over by the guarantee mechanism. When TalentCoin is informed of the occurrence of one of these cases affecting a Member, the guarantee mechanism is funded by a debit from each pivot account of the Members Community up to an amount determined by the following formula: Amount paid under the guarantee mechanism recorded in the guarantee fund at the time of withdrawal divided by the number of Members at the time of withdrawal. This withdrawal may not exceed 6,000 Offset Credits (Credits de compensation (TC) per financial year and per Member overall staff allocated to TaaS on the platform, over this amount, TalentCoin covers the sums necessary for the implementation of the guarantee scheme. To reduce the balance of its pivot account to zero, TalentCoin may charge TalentCoin services with the associated management fees, as for the credit line, or call on a guarantee mechanism the following year (by increasing the mechanism in year N+1).

#### **4.7. Sponsorship of new Members**

When a Member wishes to sponsor a new Member to use TalentCoin Services, it enters the company's e-mail address with the address of the representative user it wishes to sponsor, and sends it an invitation to register on TalentCoin.

TalentCoin does not keep over the data concerned if this sponsored expert does not register on the website within six months.

Sponsorship allows you to benefit from a TalentCoin credit on the Sponsoring Member's pivot account.

The sponsoring Member may claim this credit note or sponsorship bonus (bonus displayed on the site's central account excluding taxes) under the following conditions:

A candidate member recommended by the Member has registered as a result of the Member's proposal as an interchange on the website.

The candidate member has been validated within a period of at least 30 days and has completed a first transaction (sale or purchase or barter).

The candidate member has paid the invoice issued by TalentCoin for the first commission instalment.

The Candidate Member has provided its e-mail, postal and banking details, SIREN and SIRET numbers, tax status and/or intra-Community VAT number, by informing its sponsor on the website registration questionnaire.

The Member empowers TalentCoin to issue an invoice in its name and on its behalf, for which the amount excluding VAT will correspond to the sponsorship credit.

TalentCoin undertakes to pay the bonus credit note within 15 days, at the end of the month, from the date of issue of the invoice.

Consequently, if the candidate Member recommended by the sponsoring Member does not register a valid User Talent before the end of this period, the sponsoring Member will not be entitled to receive the credit note.

Under these GTUS, the Member is informed that the assets received must be declared to the tax authorities.

## Article 5 : Contractual Documents

Members are informed and agree that the CTUS will be completed with the privacy policy, the Manifesto, and, towards Users, with the individual deed of consent upon which the User will convey by enrolling on the Talent Personal Cabinet. The whole constituted by those elements are a nondivisible having force towards User.

It is also agreed that this document will be potentially completed with specific terms including or not technical and administrative conditions, when the member is a public organization or incumbent having public delegation of authority or addressing common interest, or should the TalentCoin solution be intended to be tailored to answer a public tend. Those then specific terms will be added to the CTUS to TalentCoin's initiative and will prevail once signed off by the concerned Member and its Users.

## Article 6: Use of the website

### 6.1. General Use

#### Identity and quality of Membership

To become a User, any person designated by the Member or who has applied for registration with the Member or TalentCoin directly (via the porting offer) must have reached the age of legal majority and have the qualifications and capacities to conclude a contract within the meaning of the law.

The Member has a professional identity as a company on the platform and in the blockchain and each of its Users as well. This identity is portable so that all of its transactional assets can track the Member and User in partner communities and platforms to allow access to more services and products and allow the Member and User to track and ensure continuity of its successful achievements and professional digital identity, for greater control over its choices, career, reputation and professional commitment.

Given the nature and purpose of the TalentCoin Services, the Member must also act exclusively in a state-of-the-art professional manner and undertakes to use the website and the Service exclusively for professional purposes. This condition is of the essence and decisive for this Agreement.

It is recalled that the use of the Service and the website is subject to the laws in force and to these Operating, Use and Sale Conditions, and that Members are prohibited in particular from publishing information the purpose of which is illegal.

It is also reminded that use for professional purposes requires compliance with legal obligations, the breach of which cannot incur TalentCoin Company liability.

The Member's responsibility for the use of the website and the Service, the content of the information provided and the publications is defined in article 3.3 of these GTUS.

## Members' commitments

In general, the Member agrees, in the context of the use of the website, not to engage in acts of any kind whatsoever, such as the transmission, publishing, online publication or dissemination of data and/or content that are contrary to law, would violate public order, or the rights of TalentCoin, its Members, Users, partners or third parties.

In particular, without this list being exhaustive, the Member undertakes and Users individually undertake by registering, in their use of the Site and the Service, to comply with the following rules:

- Provide accurate information when registering and using the website;
- Do not use a false identity to deceive others;
- Comply with applicable laws and respect the rights of third parties, as well as these contractual provisions;
- and the Service fairly, in accordance with its professional purpose only, and in accordance with applicable laws, regulations and practices;
- Stimulate exchanges by offering demanding and excellent services, updating its skills and user profiles and promoting the expression of its service needs on the platform as a priority over any other support;
- Respect the intellectual property rights relating to the content provided by TalentCoin and by other Members and partners, as well as the intellectual property rights of third parties; consequently, each Member is prohibited from reproducing and/or communicating to the public one or more contents without the authorization of the holders of the rights relating to these contents, when required;
- Not to divert or attempt to divert any of the functionalities of the website or the Service beyond its normal use as defined herein;
- Do not use, to navigate the website and use the Service, any robot software or any other process or equivalent automated tool;
- Undertake to communicate to TalentCoin and other Members only information the dissemination of which it considers may in no case be prejudicial to itself, to other Members, to TalentCoin or to third parties;
- Refrain from disseminating information or content that is not in conformity with reality;
- Not to disseminate any data, information or content that is defamatory, abusive, obscene, offensive, violent or inciting to violence, or of a political, racist or xenophobic nature and in general any content that is contrary to the laws and regulations in force or morality;
- Not to disseminate data, information or content that has the effect of diminishing, disorganizing, preventing normal use of the website, or interrupting and/or slowing down the normal flow of communications between Members;
- Do not use the Service to send unsolicited bulk messages (advertising or other);
- Not to collect information on third parties, including e-mail addresses, in order to use it to send commercial or equivalent solicitations, or to integrate it into a free or paid referencing or equivalent service, or to conduct competitive intelligence;

In the event of a Member's breach of one or more of these rules, TalentCoin reserves the right to suspend User access rights and/or unilaterally terminate these Operating, Use and Sale Conditions, automatically delete the litigious messages, prevent the publication of all or part of the Member's profile, and/or block his access to all or part of the Service, temporarily or permanently, without any compensation, according to the terms set out below.

Members may report conduct or content on the website which obviously violate the above rules, by describing it in the dispute module or at the contact address of the "about us", as well as its location on the website, in the most accurate manner possible, using the contact form available on the website. Members are nevertheless informed that any abusive reporting may itself be sanctioned in accordance with the applicable regulations.

### **6.2. Use of reputation scoring**

Each User who has carried out a Mission and each Member who has acquired a TaaS signs at the end of the Mission the certificate of final delivery (Final Acceptance SmartContract) and scores according to the scale proposed to it the performance of the Mission according to objective criteria of satisfaction (thus the Missions performed on time, budget, and according to the criteria defined at the initiation of the Mission cannot be rated less than 3/5, the score must be motivated by objective criteria that are neither named nor identifying). Through such Scoring, the Member recommends Users out from Members for selection on similar projects and allows the tool to certify the skills implemented in the Mission (Proof of Talent) and (re)propose the TaaS of the service provider Member that it considers relevant to answer the expressions of need disseminated by other requesting Members. Similarly, the User of the Service Provider Member notes the environment and context of mission performance, making it possible to objectify the acceptance criteria of the Commissioning Member and its level of requirement, in order to target the next responses to its future needs.

Each Member and User undertakes to explain objectively the reasons for granting a certain score, which will be certified in the blockchain, using the fields and forms provided. On this occasion, it refrains from disseminating information of a defamatory, discriminatory nature and in general any content contrary to the purpose of the website.

The recurrence of a score greater than 4 over a given period for persons used in a recurrent and certified qualitative manner, may give rise to a bonus for the Member convertible into a Product on the website, which may be granted to the User at the discretion of the Member, who undertakes to do so. TalentCoin will give the Member means to reward high-value Users for skills and achievements acquired and objectively recognized and certified.

A User and a Member cannot recommend themselves on the website, and therefore cannot claim to receive bonuses without a certified transaction.

TalentCoin is in no mean a recruitment agency and does not organize any "real" interviews between the Requesting Member and the staff of the service Providing Member considered on a project. On the other hand, TalentCoin provides ontological modelling tools based on semantics, taxonomy, linguistics and the categorization of acquired and required skills, to promote relevant matches between needs and means as characterized by Members, and the contextual consideration of exchanges by the instant messaging, chatbot and trust call tools that Members and Users will use in accordance with the rules of confidentiality, loyalty, ethics, anonymity and other rules specified herein and in the Manifesto. TalentCoin's sole purpose is to connect Members. TalentCoin has no decision-making authority over the outcome of the matching (matching proposal) when a resource is proposed for a project to become a subscribed Mission.

Consequently, TalentCoin cannot be held liable in the event of failure of the matching proposal or difficulties occurring once it has been completed, whatever the causes are, and in particular in the event of unsuitable applications, incorrect or misleading information in the Mission Request, declared skills or data provided by Talent Users, in particular with regard to the content of their curriculum vitae.

## Article 7: Confidentiality and personal data

Members' personal data are stored by TalentCoin on its servers or those of its partners in France or Europe, for processing as part of the use of the TalentCoin Service.

Declarations to the competent authorities comply with the regulations in force on the day of implementation of the platform.

All personal data gathered and transmitted by the Member in connection with the use of the [www.talentcoin.tech](http://www.talentcoin.tech) website and the TalentCoin Services are gathered legally and fairly to enable the use of the website and the provision of the Services and may therefore be used by TalentCoin for this purpose in accordance with the data protection and security policy, hereinafter annexed and accessible on the website.

The mandatory or optional nature of the communication of the requested data is mentioned for each gathering field. In the event that the communication of data is mandatory, the lack of their communication will result in the Member's application for registration not being processed.

TalentCoin does not communicate Members' personal data to third parties, subject to the communication of the data contained in each Member's public profile, in accordance with the parameters determined by it and the purpose of the website and the Service, and in cases where the communication of such data is required by current regulations, in particular at the request of the competent judicial authority.

The personal data communicated by the Member will be destroyed within the time limits provided for in the said policy, after its last connection to the website or at the expiry of the Contract, upon its express request.



The Member has the right to access, adjust and delete personal data concerning its processed via the website, as well as the right to object to the communication of such data to third parties for legitimate grounds. The Member may use these rights in writing to the following e-mail address: alexandra.brehier@talentcoin.tech or to the following postal address: 2037 Chemin de Provence, 06510 Gattières, France. Personal data may be deleted, upon express and motivated request of the Member, save for those necessary to comply with TalentCoin's legal, accounting and tax obligations.

Operations to erase such data may therefore be postponed for the purposes of invoicing, dispute processing or investigation, recording and prosecution of criminal offences for the sole purpose of making such information available to the competent judicial or administrative authority.

The Member is free to accept or reject cookies by configuring its browser. TalentCoin may keep track of connections to the website, and their origin for statistical analysis purposes; they will be destroyed later.

By agreeing these GTUS, the Member undertakes and agrees that TalentCoin collects, stores, processes, uses and transmits its connection and traceability data for the purposes of audience measurement, carrying out its activity and setting up a database for the performance of TalentCoin services.

## Article 8: Intellectual property rights

### 8.1. TalentCoin's intellectual property rights

TalentCoin is the owner of the platform, both in its technical and graphic, textual or other components, subject only to the content provided by the Members themselves, and to advertising provided by third parties.

TalentCoin is the sole owner of all intellectual property rights relating to the TalentCoin Services for the content and functions they generate as well as the software and databases that ensure its operation. No transfer of rights can be inferred from their use, subject to the rights relating to content provided by the Members themselves and advertising provided by third parties.

The acceptance of the GTUS implies an obligation on the part of Members and Users to respect the intellectual property rights concerned.

### 8.2. License to use the website and the Service

Each Member has a personal, non-exclusive, non-transferable, intuitu personae license to use and access the TalentCoin Services, as well as the data they contain, for its professional use and on a strictly personal basis, in accordance with these GTUS and the purposes of the TalentCoin Services (hereinafter referred to as "the License").

No other operation or use, in whole or in part, of the elements of the License is authorized without TalentCoin's express prior consent.

Each Member is responsible for the data it publishes and for the authorizations and rights relating thereto. However, it allows other Members to consult and access them via its public profile and access to the elements of its spaces (Talent skills and Mission Requests). It expressly agrees to the use of all its profile data for the matching and management of TalentCoin Services, which is part of the very essence of the Services.

The Member authorizes TalentCoin to represent, anonymize, pseudoanonymize and/or translate or mask elements of content and data provided by it under the conditions of the GTUS and Manifesto and according to the options subscribed, during its presence in the community:

Storage on digital recording media, current or future, and in particular, without being limitative, on any server, hard disk, removable or not, memory card, or any other equivalent medium, in any format and by any known and unknown process to date, to the extent necessary for any storage, backup, transmission or download operation involved in the operation of the Services is granted by the Member upon registration on the TalentCoin website. The same consent is obtained for the activation of each private key of a User.

This right of use by TalentCoin without time limit other than the requirements of the platform and respect for copyright, includes the possibility of making, in compliance with the moral rights of the Member, modifications to the formatting of its content to respect the graphic charter and/or to make it compatible with its technical performance or relevant formats, with a view to its inclusion, accessibility via the Internet in particular and/or its publication in the spaces provided for this purpose.

## Article 9: Minimum technical requirements

The Member has the skills and resources required to use the TalentCoin Services and the configurations and principles of security and cautiousness at the level of business standards for browsing, security, Internet network connection and application of a professional, for which the Member is responsible to its Users and the competent authorities, particularly in terms of protection and proper operation, under its sole responsibility and liability.

## Article 10: Duration and termination

### 10.1. Duration

The Agreement signed with TalentCoin and the community at the time of registration on the Platform is concluded for an unlimited period and implies validation of the GTUS.

### Temporary or permanent suspension (termination):

TalentCoin reserves the right to temporarily or permanently suspend access to the Platform to any User who has not complied with these GTUS or for any behavior deemed inappropriate.

This suspension may be immediate and without notice or compensation regardless of the value of its time counter. However, the user may recover the deposit(s) paid provided that its time counter is greater than or equal to zero. In the event of termination for breach of the above-mentioned exchange rules, the credit balance of the Member's pivot account will be transferred to TalentCoin, which will distribute it among the community, taking into account any debts of the Member concerned, or will be allocated to the credit of the Guarantee Account provided for above.

A User with the Member's representation rights may, upon simple request beyond 24 months if the account is greater than zero without any dispute during processing, request a definitive suspension of access to the website, thus suspending access to all Talent Spaces, except those necessary for the completion of a current Mission. The User may recover the deposit(s) paid subject to having previously rendered as many hours of service as those it has received and/or owes to the community, including any creditor towards it. No other compensation may be claimed, regardless of the value of its time counter. It is the User's responsibility to balance its time counter before requesting his suspension.

### Suspension de la messagerie instantanée liée au Service :

### Suspension of instant messaging related to the Service:

The messaging system for exchanging elements as part of a mission or proposal for matching Members' services shall remain active for one year following suspension unless otherwise expressly provided for in the personal data management and security policy.

### 10.2. Termination of contract

In the event of a Member's failure to comply with its obligations as defined by these GTUS, TalentCoin reserves the right to immediately terminate, in whole or in part, its account and/or that of its Users and to deny it access to the Platform and the Service.

It is also outlined that, in the event of a clear breach of the applicable regulations, the Manifesto, obligations stipulated herein by a Member User, or other case, opens rise for TalentCoin to suspend access to the content in question and/or delete the Member's account with the transfer of tokens to the credit of the pivot account in favor of TalentCoin, which allocates as specified above to the diligent community and deletes Member access and User links and transactions on the website.

TalentCoin reserves the right to deactivate the Member's account at the end of a period of total inactivity of its account equal to or greater than twenty-four (24) months. However, the Member shall have the option to reactivate his account within sixty (60) days of the suspension.

### **10.3 Unsubscribing from the website**

The Member who no longer wishes to benefit from TalentCoin's services or access the platform, may unsubscribe at any time if he is not a debtor, following the procedure provided for this purpose and sever the link with the User profiles.

In the event of the death of a User and/or cessation of activity or substantial modification of the authorizations and elements necessary for the Member's activity, and upon production of the relevant supporting documents, the account will be deactivated. Its content may only be transmitted to the rightful claimants by court decision.

## **Article 11: Responsibilities**

### **11.1 General Responsibilities**

TalentCoin may only be held liable for what is solely and directly in charge of, for direct, real and proven damages and within the limit of the sums actually received by TalentCoin for the period during which the fault was proven, excluding any indirect damage, loss of opportunity, profit, business, operation, loss of profit or damage to the image of any person or entity, individual or legal. TalentCoin is in no way responsible for any content published or sent by Members and/or Users.

### **11.2. Liability of Members**

Members undertake to ensure that their Users use the hardware, connections, infrastructure and software necessary and compliant for access to the website and use of the Service, as well as measures to prevent intrusion and security of their own data, environments, computer systems and/or software from being contaminated by any viruses.

The use of any information, message or data of any kind available through the Service is the sole responsibility of the Member, and the decisions or actions that the Member may take or take into consideration such information shall not hold any liability other than the Member's one. The Member is solely responsible for its use of the Service and the website, and more generally for any use or operation made using login, passwords and/or profiles on the Platform, which are deemed to be under its care and control.

The Member is responsible for all data and information relating to it and/or put online as well as for any content provided, exchanged or made accessible by its Users, whether such data or content is accessible and/or transmitted to the public via one of the communication or exchange areas of the website or addressed to anyone by any means whatsoever, or which it has stored or allowed its Users to store on its personal area(s) on the Platform.

To the extent that its login and authentication means have been disclosed to third parties due to its fault or its Users' fault or service providers' fault, the Member shall be solely responsible for any use of these means and the use of the Service made accordingly and shall indemnify TalentCoin for such uses and consequences.

TalentCoin cannot under any circumstances be held liable for any incompleteness, error or incompleteness of information or any consequence that may arise during, or after, the liaison of a relationship, matching or contact between Members or non-members and Users, following the use of the website and the service.

TalentCoin is not responsible for the cost of electronic communications, technical difficulties in routing or continuity of communications, or alteration of it or the cost generated by the data transit in connection with the use of services by a Member.

## **Article 12: Insurance**

Each Member is deemed to be covered by a professional insurance policy guaranteeing the consequences of CIVIL LIABILITY EXPLOITATION which incur out from the Member act or omission. The policy must cover damages of any kind caused by a Member's User to TalentCoin, another Member or any third party, and TalentCoin may, as its request, have access to an insurance certificate.

## Article 13: Non-solicitation of the staff of other Member(s)

In accordance with this Agreement and the Manifesto, each Member undertakes not to solicit the staff of any other Member(s) who have participated in the performance of TaaS and/or SaaS and/or Mission, for the entire duration of the performance of this Agreement and for the twelve (12) months following the termination of the contractual relationship. Similarly, each Member agrees not to use the information acquired or exchanged during its presence within TalentCoin community for any other purpose than bartering, purchase and sale of Services, and under no circumstances use it against or to the detriment of all or part of the Platform's Members and Users.

## Article 14: Applicable law and competent jurisdiction

The enter into force, interpretation, performance, non-performance and validity of the Contract are governed by French law and are the exclusive competence of the Commercial Court of Grasse, to the exclusion of any other court regardless of the jurisdiction of the Member and/or its Users.

For any question relating to these terms of use of the website, for any additional information and/or questions, any suggestions, to report any technical anomaly related to the Platform's operations or observed uses, please contact us for amicable resolution as soon as possible, at the contact indicated on the platform.

In the event of discrepancies between the French and English version of this document, the French version will prevail between the parties.