

**On 28 November 2023**

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**TERMS OF USE**



## LEGAL NOTICE

WIGL is an online service developed by **Blockchain Process Security SAS**, a simplified joint stock company registered with the Grenoble Trade and Companies Register under the number 835 275 090.

The Company is registered with the French financial authority (Autorité des Marchés Financiers or AMF) as a Digital Asset Servicing Provider ("**DASP**") for activities involving the custody of digital assets, the purchase/sale of digital assets for legal tender and the exchange of digital assets against other digital assets, under the number **E2021-022**.

The Company is registered with the French banking authority (Autorité de Contrôle Prudentiel et de Résolution or ACPR) as a Payment Service Provider agent (Regafi number 378130) of the Electronic money institution Trezor SAS (Regafi number 63512 and Bank code 16798).

The publication director is Mrs Chloé Desenfans.

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The website is mainly hosted by OVH, a simplified joint stock company with a single shareholder, registered with the Lille Trade and Companies Register under number 424 761 419, whose registered office at 2 rue Kellermann 59100 Roubaix, France.



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## 1. Definitions and interpretations

1.1. Capitalised terms used in these ToU shall have the meanings set forth below in this Section 1 or elsewhere in these ToU:

"**KYC third-party provider**" refers to the third-party responsible for supporting the KYC Procedures implemented by the Company.

"**KYC Procedure**" refers to any Know Your Customer procedure implemented by the Company.

"**Applicable Law**" means all applicable laws, statutes, statutory guidelines, rules and regulations, and any governmental authority's directives.

"**Company**" refers to Blockchain Process Security SAS, a simplified joint stock company registered with the Grenoble Trade and Companies Register (835 275 090).

"**Parties**" refers to the Users and the Company.

"**Platform**" refers to the website [wigl.fr](http://wigl.fr), including any subdomains thereof, from where the Services and the Token Sale are available.

"**Policies**" refers to all the Company's terms and policies regulating the Platform, the Token Sale and the Services existing or future, including the Terms of Use, its internal KYC Procedures, the Private Token Sale Agreement and the Terms of Service.

"**Private Token Sale Agreement**" refers to the contract binding Purchasers of Tokens in the context of the private Token sale organized by the Company.

"**Purchaser**" refers to any natural person or legal person who is at least 18 years old, participating in the Token Sale with a full legal capacity and not acting for purposes relating to his/her trade, business or profession.

"**Services**" refers to the services described in the Terms of Service [to be published].

"**Terms of Service**" refers to the Token Sale terms and conditions.

"**Token**" refers to \$Wigl tokens.

"**Token Generation**" means the date on which Tokens are designed, developed, deployed and generated under the procedure described below.

"**Token Sale**" refers to the sale of Tokens (e.g., by way of a Private Sale, a Pre-Sale or a Public Sale) to Purchasers.

"**User**" refers to any natural or legal person accessing the Platform.

"**Wallet**" refers to a User's personal and non-custodial digital asset wallet.



In these ToU, unless the context otherwise requires: (i) the table of contents and headings are inserted for convenience only and do not affect the construction or interpretation of these ToU; (ii) references to Sections are references to Sections of these ToU; (iii) references to these ToU or any other document or to any specific provision of these ToU or any other document are references to these ToU, such document or the provisions thereof as amended from time to time in accordance with the terms of these ToU or such document; (iv) where any provision of these ToU expressly refers to the liability of a Party, such liability shall be construed to mean liability arising out of or in connection with these ToU; and (v) words and phrases such as "include", "including", "other" and "in particular" shall not be given a restrictive meaning, nor limit the generality of the foregoing words, nor be construed as being limited to the same category as the foregoing words, where a broader interpretation is possible.

## **2. Purpose and scope**

The purpose of the Terms of Use is to define the conditions under which the Platform may be accessed and used securely and define the Users' commitments in this context.

## **3. Acceptance and amendment**

### **3.1. Acceptance**

Users agree to read and fully and unconditionally accept these Terms of Use, which apply to any use of the Platform.

These Terms of Use are accessible at any time on the Platform and will prevail over any other version or any other contradictory document. Users should read these Terms of Use carefully before accepting them.

Each User acknowledges that he/she has, in his/her country, the capacity to contract with the Company, and declares that he/she has read and accepted without restriction or reservation the Terms of Use as soon as the User accesses and uses the Platform.

### **3.2. Amendment of the Terms of Use**

In order to improve the features and quality of the Platform, the Company may add, remove or replace certain functions at any time.

Therefore, the Company may modify the Terms of Use occasionally. Users will be informed of changes fifteen (15) days before the new version comes into force.

During this period, any User may terminate the Terms, by any means (e.g., by sending an email), provided that he/she completes any commitment to which he/she has already agreed and he/she stops accessing and using the Platform.

Termination of the Terms of Use by a User shall not give rise to any compensation.



#### 4. The Company's operation of the Platform

The Company will make its best efforts to make the Platform available to the Users and ensure its accessibility and proper operation.

To this end, the Company undertakes to ensure that the Platform is accessible 24/7, except in the event of force majeure or unforeseeable and unavoidable behavior on the part of a third party and subject to potential breakdowns, maintenance interventions and updates required for the proper operation of the Platform.

Due to the specific characteristics of the Internet and telecommunications networks, the Company cannot guarantee the continuous availability of the Platform.

#### 5. User's commitments

In return for the Company's commitment to provide and operate the Platform, Users must make the below commitments to the Company.

##### 5.1. Prerequisites to use the Platform

In order to access and use the Platform:

- Users must be at least 13 years old;
- If under 18 years old and not emancipated, Users must have obtained a parent or legal guardian authorization and supervision;
- Users must have the capacity to enter into an agreement with the Company and as the case may be, with other Users, under the laws of the country in which they are located;
- Users are not be prohibited from receiving any aspect of the Company's Service under Applicable Laws; and
- the Company must not have previously prohibited the User's use of the Platform for violation of law or any of the Policies.

##### 5.2. Appropriate use and behavior on the Platform

Users agree and guarantee:

- To comply with the laws and regulations in force in the country in which they are located and to refrain from disrupting public order and to avoid violating any legislative or regulatory provisions;
- To refrain from all kind of fraudulent activities;
- **To provide information that is truthful, accurate and free from error when interacting in and with the Platform, including as part of any KYC procedure handled by a KYC third-party provider, to keep this information up-to-date throughout the Token Sale process, their time using the Platform and the Services and to publish content that meets these same requirements;**
- To use the Platform and the Services in accordance with its intended purpose and objective.



Users understand and accept that the following acts are strictly prohibited:

- Any behavior that disrupts, suspends, slows or prevents the continuity of the Platform and Services;
- The publication of illicit content, including as defined in Section 4 below;
- Any intrusion or attempted intrusion into the Company's information systems;
- Any action placing a disproportionate load on the Company's digital infrastructures;
- Any infringement of the security and authentication measures;
- Any copying and/or misappropriation of the Platform and/or the Company's digital infrastructure;
- More generally, any practice of misusing the Platform, for purposes other than those for which it was designed.

## **6. Prohibition of illicit content and notifications**

### **6.1. Illicit content**

The Company cares about providing a positive and safe environment. To guarantee such a secure Platform and community, Users must refrain from publishing illicit content, especially the ones:

- Making an apology of crimes against humanity;
- Inviting to commit acts of terrorism or their apology;
- Encouraging racial hate or hate against individuals because of their gender, their sexual orientation or identity or their handicap;
- Of child pornography, content encouraging violence, in particular encouraging sexist or sexual violence and content against human dignity;
- Having a violent or pornographic character;
- Aimed at attacking legal or natural persons, in particular defamatory content and insults;
- Against public order or good morals;
- Infringing any kind of intellectual property rights.

### **6.2. Dissemination of terrorist content online**

The European Regulation on addressing dissemination of Terrorist Content Online (TCO) number 2021/784 of 29 April 2021 provides reasons for considering material to be terrorist content which are that such material:

- Incites others to commit terrorist offenses, such as by glorifying terrorist acts, by advocating the commission of such offenses;
- Solicits others to commit or to contribute to the commission of terrorist offenses;
- Provides instruction on the making or use of explosives, firearms or other weapons, or toxic or hazardous substances, or on other specific methods or techniques to commit or contribute to the commission of terrorist offenses; or



- Constitutes a threat to commit a terrorist offense.

Such content must be reported following the specific notification procedures set out below. Upon reception of a User's or an authority's notification, the Company will identify the author of the content and its localization on the Platform to remove such content or restrict access to it immediately.

When removing access to the content in response to a report under TCO, the Company will inform the User or the authority who notified the content and the person who posted the content of the Company's decision and the reasons for that decision. The Company may provide information about the notifying party's request to the person who posted the content.

### **6.3. Notification and claims**

Any User having knowledge of illicit content must use the functionalities available on the Platform to notify the Company of such illicit content. Users can also send an email to the following address: [contact@wigl.fr](mailto:contact@wigl.fr).

The Company also has teams and systems in order to fight against abuse and violations of the Policies and against all harmful and illicit behavior and content.

## **7. The Company's liability**

### **7.1. For the Platform's operation**

Users expressly understand and agree that access to the Platform is at the User's own risk, and that the Platform is provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, except as otherwise provided by law.

To the fullest extent permitted by law, the Company does not represent or warrant that (i) access to or use of the Services or the Platform will be uninterrupted, timely, secure or error-free; (ii) data provided by the Services or on the Platform, including concerning the Token Sale, will always be accurate; (iii) the Platform is free of malware or other harmful components.

In particular, unless otherwise provided by law or regulation, the Company shall not be held liable for:

- Breakdowns or malfunctions of the Platform or Services lasting less than 24 hours or that are not the responsibility of the Company;
- Any technical difficulty related to the underlying Blockchain, in particular in case of congestion, dysfunction, fork or any other technical trouble related to the underlying Blockchain;
- Data losses of Users not being imputable to the Company, in particular, but not exclusively, in the event of hacking or phishing of the User's Wallet, due to negligence in the security of its credentials;
- An unusual or illegal use of the Token Sale or the Services by a third party or by a User;
- Harmful or unintended consequences of the operation of third party services;
- A malfunction or cyberattack;





- Any case of force majeure, within the meaning of Article 1218 of the French Civil Code, including a failure of the blockchain protocol used to run the Token Sale or the Services.

Some jurisdictions do not allow the exclusion of implied warranties in consumer contracts, therefore some or all of the above exclusions may not apply to all Users.

## **7.2. For User's content**

Throughout the Platform, the Company makes available to the public an information society service within the meaning of Directive 2000/31/CE of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce), also called intermediary service within the meaning of Regulation 2022/2065 of 19 October 2022 on a single market for digital services (Digital Services Act).

Consequently, the Company shall not be liable in the event of illicit content published on the Platform that would violate applicable legislative or regulatory provisions or that would cause any prejudice to a User or a third party, unless the Company is notified of such illicit content under the conditions set out in Section 4.

## **8. Duration, suspension and termination**

### **8.1. Duration of the Terms of Use**

The Terms of Use are entered into for an indefinite term. The Terms of Use shall stay in force as long as the User accesses and uses the Platform, including in the context of the Token Sale, pending the Token Generation or in the context of the use of the Services.

### **8.2. Suspension**

If a User breaches any one of his commitments under the Terms of Use, the Company may, temporarily and without prior notice, suspend access to the Platform, the Token Sale and the Services.

After an investigation period, during which the Company shall, if applicable, verify the truth of the alleged violations, access to the Platform, the Token Sale and/or to all of the Services, may be restored, or the Terms of Use may be terminated under the terms below.

### **8.3. Termination**

Users may terminate these Terms of Use at any time by emailing to the following email address: [contact@wigl.fr](mailto:contact@wigl.fr). Termination of the Terms of Use will automatically induce the termination of the Private Token Sale Agreement or Terms of Service for the concerned User.

After doing so, Users shall not access the Platform and use the Services, unless they accept the Terms of Use and the Private Token Sale Agreement or the Terms of Service again.

In the event of a change in the applicable regulations and the interpretation made thereof by the relevant regulatory authority, affecting the capacity of the Company or its employees to operate the Platform, the Terms of Use will automatically be terminated.



Without prejudice to any other action, the Company may terminate these Terms of Use and block the User's access to the Platform in case of material breach of these Terms of Use and in particular:

- If the User has used the Platform, the Token Sale or the Services to conduct illicit, fraudulent or illegal activities in any manner;
- If the User has used the Platform, the Token Sale or the Services in a manner contrary to its purpose and its normal operation;
- If the User has used the Platform, the Token Sale or the Services in a manner detrimental to the interests of the Company.

Termination of the Terms of Use shall not result, in any event, in any compensation from the Company to a User.

## **9. Hyperlinks**

The Platform may contain links or content redirecting to third-party websites or resources, which may be subject to different terms and conditions and privacy policies.

The Company is not responsible for the content available through such links. The presence of such links does not constitute an endorsement of the third-party services by the Company.

## **10. Intellectual property**

The Platform and all its functionalities, and more broadly any content generated by the Company are the Company's sole intellectual property protected by all IP rights in force.

Access to the Platform, the Token Sale or the Services does not grant any right of any kind to Users on the Platform or the Services. Any use, reproduction or representation in any form of the Platform's content without the Company's express written permission is strictly prohibited.

Users also acknowledge and agree that the Company is the producer of the database constituted by all the data generated through the Platform, the Token Sale and the Services. Any extraction or re-utilization of this database without the Company's prior written consent is strictly prohibited.

## **11. Miscellaneous**

### **11.1. Nullity**

If any provision of the Terms of Use is held invalid or void by a modification of legislation, regulation or by a court decision, the remainder of these Terms of Use will not be affected thereby as well as compliance with the Terms of Use.

### **11.2. Assignment**

Users may not assign or transfer the Terms of Use to a third party without the Company's prior written consent.



In the event of (i) a merger by formation of a new company, contribution, partial contribution of assets, merger by acquisition, asset spin-off, or any other operation entailing a universal transfer of the Company's assets or (ii) any operation entailing a direct or indirect change of control affecting the Company, the contractual relations will persist without it being necessary to inform or obtain the consent of the Users.

## **12. Disputes and mediation**

### **12.1. Disputes:**

Any dispute concerning the use of the Platform and the Services shall be submitted to the Company by emailing [contact@wigl.fr](mailto:contact@wigl.fr).

### **12.2. European Union Commission's mediation service**

In compliance with Article L.616-2 of the French Consumer Code, Users having the status of consumers are informed that they may use the EU Commission's mediation service which has the purpose of collecting claims from EU consumers and transmit their cases to national mediators.

This service may be accessed through the following link: [ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/).

## **13. Governing Law and Jurisdiction**

The Terms of Use are governed by and interpreted according to French laws, except French conflict-of-law rules, unless, if you are a resident of the European Union, consumer rules in your country contain more favorable provisions, in which case such provisions apply.

Unless otherwise provided by the law, any conflict or dispute related to the validity, interpretation, performance, and/or termination of the Terms of Use must be submitted to the exclusive jurisdiction of the Paris courts.

Non-professional EU residents may submit any dispute related to the Terms of Use in the jurisdiction where they were living at the moment of the acceptance of the Terms of Use or in the jurisdiction where the damage occurred.