**ARTISTIC EXPERIENCE TERMS OF USE**

EBB SAS, simplified joint-stock company, registered in Bobigny, France, under number B 903 766 830, whose office is located at 147, rue de Rosny, 93100 Montreuil, France (hereinafter “EBB” or “Company”) operates the artistic experience accessible online and in physical locations from september 14th to November 10th 2024 at Renaissance Society, Chicago, Illinois, 60637.

Users declare that they have read, understood and accepted the Terms.

Users expressly acknowledge that they are bound by the Terms and are legally capable of giving their consent.

It is specified that the Company is free to modify these Terms at any time, in order to take into account, any legal, editorial, functional or technical evolution etc.

**1. Description of the artistic experience**

The artistic experience is hybrid, online and in physical locations

The User scans the QR code accessible in the exhibition area or is given a link to access the webpage accessible at the URL <https://ebb.global/projects/>.

The User shall create a personal account according provisions of article 3 infra and accept these Terms before starting to create his / her avatar and create a content.

The User fills in a form, answers several multiple-choice questions and selects images.

These questions concern details of the personality of the avatar the User wishes to create, such as his/ her first name, age, gender (optional), favorite color, favorite object from a list, phobia and so on.

The User takes a photo of him/herself and creates several portraits of his/her face in different positions (face, profile, three quarter, raising and lowering the head) and possibly with a variety of expressions.

A few minutes later, the User can watch on his / her device (phone or computer ) the video that he/ she has generated.

By participating in this immersive experience, the User agrees to continue the artistic experiment and accepts to receive future AI experience proposals generated by EBB for purchase or for free.

The User guarantees that the pictures taken represent him or her alone. With the exception of photographs, the data transmitted by the User for the Avatar creation form may not conform to reality, as long as it is not the personal data of a third party.

**3. User personal account**

Login and account creation are allowed only to persons with full legal capacity. Minors under the age of 16 may not create an account.

The User undertakes to provide only real data and truthful information. To this end, he/she undertakes to provide accurate information for the creation of the account, for purchases and for delivery.

**4. Disconnection**

The User may disconnect from the website and his / her user account at any time by clicking on the disconnect button.

**5. Device operation**

To access the artistic experience, the User must have functional computer hardware, a stable Internet connection and a compatible Internet browser, preferably a smartphone.

The Company cannot be held responsible for any incompatibility between the User's hardware and the device.

All connection costs from the User's personal telephone and computer equipment (Internet access, etc.) to the device are at the User's expense.

**6. Purchase of contents / products**

6.1 Purpose of sale

Contents and/or products based on the User artistic experience may be purchased on the website operated by EBB.

EBB may at any time discontinues sales on the website and/or use other sales methods.

6.2 Prices

The sale price of the content and/or products related to the artistic experience are clearly displayed prior to purchase. Prices are expressed in dollars or euros and include the applicable VAT.

6.3 Terms of Payment

The purchase and acceptance of these Terms implies express agreement to the Stripe Connected Account Agreement, which includes the Terms of Service offered by Stripe (Stripe Services Agreements), subject to modification at Stripe's initiative.

Transactions carried out on the device are entirely under the control of Stripe's payment system, which ensures their security. Stripe is a PCI Level 1 Service Provider certified payment service. The data used by Stripe to process the payment is encrypted using the security protocol (TLS or equivalent) to prevent detection, interception or use of this data by third parties. For more information on Stripe's security system: https://stripe.com/docs/security. This data is not stored on the Company's information systems or on the device.

In the event of erroneous data or the impossibility of verifying the card to be debited, the purchase will be automatically cancelled and the sale will not be completed.

**7. Intellectual property rights**

No intellectual property rights are licensed or assigned to the User of the artistic experience or to the purchaser of a content and/ or product.

Any intellectual property rights over the Avatars are assigned to the Company, which grants a license to use to the User Avatar within the artistic experience.

No intellectual property rights on the contents or Avatar are transferred to the User. The User expressly waives any and all intellectual property rights, in particular on the images submitted to the AI solution.

**8. Image rights**

As part of the artistic experience, several digital photographs of the User are taken when the account is created.

These digital photographs are used solely as input to generate an Avatar, and these digital photographs and any copies of these digital files are destroyed once the Avatar has been created.

The User expressly authorizes the Company to use his/her image for the purposes of generating the Avatar by providing these photographs to the pre-trained model and for the artistic experience.

The personality rights associated with a User's Avatar are entirely retained and reserved by the User.

Without the express agreement of the User, no use, reproduction or representation of a User's Avatar may be made by the Company.

When creating an account, the User may therefore expressly authorize, for communication and marketing purposes, the Company to reproduce and represent, free of charge ,his/ her Avatar and the videos or video excerpts representing the Avatar as part of the artistic experience, on any physical or digital medium in particular on screens in the exhibition or in social networks (in particular Twitter/X, Instagram, TikTok).

In this case, the authorization will be valid for the duration of the project. The User also has the right to withdraw consent at any time.

**9. Cancellation and refund policy**

The User may decide to stop his / her participation to the artistic experience and not purchase any content or product.

The purchase of a content or product is firm and final. No request for retraction, cancellation or refund will be processed.

**10. Obligations of the User**

The User declares and warrants to the Company that he/she is acting in his/her own name and for his/her own account in his/her capacity as a natural person of full age (or over 16 years of age) with full capacity to contract, or as the legal or duly authorized representative of a legal entity.

The User undertakes to publish only authentic information and content, and texts over which he or she has the necessary rights, in particular intellectual property rights.

The User undertakes not to represent any third party in the photographs taken as part of the artistic experience during the creation of the portraits.

The User undertakes to make normal and lawful use of the artistic experience tools.

The User undertakes, directly or by allowing access to third parties, not to send viruses, spam, chain mails, unsolicited offers of any kind, not to investigate, scan, test, reverse engineer, use automatic systems to extract data from the site and not to copy the interface or any element of the artistic experience.

**11. Limitation of liability relating to the artistic experience.**

The Company undertakes to use its best efforts to ensure the availability and continuity of the artistic experience, but cannot provide any particular guarantee, as the Company is dependent on the maintenance of telecommunication services and other service providers, particularly in terms of Internet connectivity.

The Company shall not be held liable for any damage to the User's computer equipment or slowdown of the User's Internet connection, or for any direct or indirect damage caused by a virus, mirror site, phishing, interruption of service due to intrusion or malfunction, interruption or any use of the artistic experience , or due to force majeure. The Company shall not be held liable for any screenshots and/or aspiration of data and their subsequent dissemination that are not directly attributable to it.

**12. Applicable law**

French law is applicable to these Terms.

**13. Mediation**

In the event of a dispute arising between the Company and a User, the latter undertakes to inform Customer Services at the following address: contact@ebb.global, taking care to specify his / her contact details and to provide any information enabling the origin and implications of the dispute to be assessed.

**14. Severability**

If one or more of the clauses of the Terms are declared null and void, they will be declared unwritten, which will not affect the validity of the Terms and its other clauses, which will continue to apply.

**15. Requests, comments, suggestions**

The User may make requests, comments and suggestions by addressing the Company via the contact e-mail contact@ebb.global, providing sufficient details, a clear description and the reasons for the request. Requests are usually processed within 8 (eight) working days.