



Terms and Conditions

Effective date: 13/10/2021

1. Preamble and scope of application

The company, ATO c/o, Dirty Bacon - Salar Shahna 9, Street Pré-Bouvier 1242 Satigny Genève, Switzerland IDE CHE-318.752.325 (hereinafter "ATO" or "Company") operates the ATO platform accessible at the URL <https://ato.network/> (hereinafter "Platform") tool for the creation of non-fungible tokens (hereinafter "NFT").

The Company's role is limited exclusively to that of a provider of tools for the creation of NFTs (hereinafter "Minting"), in particular for automating the creation of smart contracts on the blockchain (hereinafter "Smartcontract"), for creating NFTs and for automating the creation of terms of use that can be parameterized by the user and integrated into the NFTs (hereinafter "Injected Contracts").

These Terms and Conditions (hereinafter "T&C") govern the terms of use of the Minting service.

The Users of the Platform declare that they have read, understood and accepted the present T&C. Thus, Users expressly acknowledge that they are bound by these T&C and are legally capable of giving their consent.

The T&C are accessible by the User on the Platform and are highlighted at the time of connection to the blockchain wallet (hereinafter "Wallet"), for example through Metamask.

The full acceptance of the T&S is a mandatory condition for any connection of the site with the Wallet (hereinafter "Connection") and for any interaction with the site. The User acknowledges having accepted them.

It is specified that the Company is free to modify, at any time, the present T&C, in order to take into account, in particular, any legal, jurisprudential, editorial, functional or technical evolution.

ATO IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL ADVICE

In accordance with the legislation in force, ATO does not provide legal advice or draft any documents. For any legal advice, we recommend that you contact an authorized legal professional (lawyer...). The User acknowledges that he creates his own Injected Contracts under his sole responsibility

1. Definitions



In these T&Cs, words or phrases beginning with a capital letter have the following meaning:

Company (or NFT1): ATO c/o, Dirty Bacon - Salar Shahna 9, Street Pré-Bouvier 1242 Satigny Genève, Switzerland IDE CHE-318.752.325

Connection: act of connecting a Wallet to the Platform

Injected Contracts: user-configurable conditions of use integrated in the NFTs at the time of Minting

IPFS (or InterPlanetary File System): decentralized data and file hosting system

Log out: the act of disconnecting a Wallet from the Platform

Metadata: data from the JSON file associated with the NFT and accessible with the URI function

Metadata Content: any file linked or referred to in the JSON Metadata linked to the NFT

Minting: act of creating an NFT

Minting Fees: fees including Transaction Fees paid to third parties and Platform Fees paid to the Company

NFT: non-fungible token created on a blockchain with a Smartcontract

Platform: the website accessible at the URL <https://ato.works/>

Platform Fees: fees paid to the Company for Minting

Services: Minting tools made available on the Platform

Smartcontract: computer instructions running on a blockchain

T&C: General Terms of Use and Service of the Platform

Transaction Fees: fees paid for the use of the blockchain (a third party), to enter data on it, perform transactions or create Smartcontracts, during Minting

User: any natural person of legal age and capacity, browsing the Platform

Wallet: blockchain wallet allowing access to crypto-assets and NFTs and allowing interaction with the blockchain, working for example with Metamask.

2. Connection to the Wallet



Connection is open only to persons and entities with full capacity to contract.

Connection is a mandatory prerequisite for any interaction with the blockchain and use of the Services and Minting.

The User undertakes to provide only real data and truthful information in his Injected Contracts.

The Platform requires the use of a Wallet (eg. MetaMask) for authentication, Minting of NFTs and interaction with the blockchain. The editor has no control over the data stored by this third-party tool. Please inquire about this point with the editor of this third-party tool integrated into your browser.

The Platform may use cookies. A cookie is a computer file that does not allow the person concerned to be identified directly, but which records on his or her computer and/or equipment information relating to the pages consulted, the date and time of the consultation, and the information entered and retained to avoid any subsequent entry. Browsing the Platform may result in the installation of cookies on the equipment of the person concerned.

The purpose of cookies is to:

- Facilitate the visit of the Platform;
- To have the possibility of sharing content on social networks;
- To evaluate the audience of the Platform;
- To carry out statistics on the use of the Platform.

The person concerned can oppose the recording of cookies by configuring their browser. The data collected via cookies are kept for a period of 12 months from their collection.

By connecting, you agree, on behalf of yourself and others who use any Service with your Wallet to the following conditions and to privacy policy.

3. Log out from Wallet

The User may log out from his Wallet at any time by clicking on the disconnection button directly on his Wallet managed by a third party.

The Company reserves the right to refuse access to a Wallet, without prior notice, in particular, in the event of a breach of these T&C, in the event of illicit behavior or behavior contrary to good morals observed on the Platform or observed by another User, in the event of reported abuse of the messaging system, in the event of abusive or fraudulent use of the Services or in the event of identity theft.

4. Functioning of the Platform

To access the Platform and use the Service, the User must have functional computer equipment, a stable Internet connection, a compatible Internet browser and a



compatible Wallet. The Company shall not be held responsible for any incompatibility of the User's computer equipment with the Platform or certain of its Services.

All connection costs to the Platform and Transaction Fees shall be borne by the User.

The Platform consists of a Minting service that allows parameters to be entered in order to generate an NFT Smartcontract and to integrate an Injected Contract into it.

To use the Services, it is necessary to be connected, under the conditions set forth in Article 2.

5. Description of the Minting Service

Setting up the Smartcontract

The Minting Service allows you to easily set up the Smartcontract by filling in some information in a form, in particular the name of the token, the symbol of the token, the quantity, the associated metadata, the presence of a resale right and its percentage.

Setting up the Injected Contract

The Minting Service allows to easily set up the Injected Contract by filling in some information in a form, in particular the information related to the User or to the artist of which he is the beneficiary, the rights of use associated with the NFT, the exclusivity or not of these rights, the presence of a resale right and its percentage, guarantees, duration of the transmitted rights, number and typology of the transmitted tokens.

The User may decide not to use the indicative parameterization tool and directly integrate a file corresponding to an Injected Contract made by himself or with the help of a lawyer.

Creation of the NFT on the blockchain

The Minting Service allows to create the NFT from the Smartcontract by integrating to the NFT metadata links to files and to the Injected Contract.

6. Use of the Injected Contract

The Company makes its best efforts to offer contract models and tools for NFTs in order to limit the risk of NFT transactions being cancelled in the absence of contractual formalization. The field of NFTs and their legal framework is new and does not allow for full legal certainty, in particular due to the international nature of the transactions and the novelty of the legal issues raised.

User is informed that the law evolves rapidly in the field of blockchain on an international scale and that the proposed Injected Contracts models may be updated in whole or in part. Furthermore, the Injected Contracts are not a substitute for a



documented analysis of the User's legal situation and project by a professional (eg. lawyer).

The Company does not guarantee the Injected Contracts issued through the Platform and does not guarantee that the use of the Service corresponds to the situation, needs or project of the User. The form proposed to generate the Injected Contracts is experimental and the answers are provided directly by the User, which does not guarantee the accuracy and correspondence of this document to the User's situation.

The User is solely responsible for the Injected Contracts integrated into the NFT.

7. Description of the blockchains used

The blockchain currently used by the Platform is Polygon (ex-MATIC) using MATIC as tokens to pay Transaction Fees.

The Solidity language has been used to code the Smartcontracts for Minting NFTs on the Platform.

The Company reserves the right to stop using any of the above mentioned blockchains or to use other blockchains. The User is always informed at the time of Minting of the blockchain on which the Minting is performed, the Smartcontract deployed and the NFT accessible. The User can check the blockchain used according to the network used and the type of token used by his Wallet to validate the Minting, for example on Metamask when clicking on the "Confirm" button.

8. Description of the decentralized storage system for Metadata Content

During Minting, uploaded and created files are associated with NFT Metadata Contents. File storage uses IPFS (InterPlanetary File System).

The Company has no control over the storage and retention of data on IPFS and does not administer this decentralized system in any way.

The Company reserves the right to change the storage system for its future Services.

The User understands that by using Minting and storing data on IPFS, he will not be able to delete it and will not be able to request the Company to delete it.

9. Platform Service Fees

Browsing and Connection to the Platform is free of charge.

Transaction Fees are not paid to the Platform but directly by the User to third parties, generally referred to as miners, for the registration of content and computer instructions on the blockchain. The Platform has no control over the evolution of the Transaction Fees which depend on the blockchain used and its own rules.



The Company is remunerated with Platform Fees, for the moment the Platform and the Service are in free beta version.

Details of the Platform Fee are available to the User at the time of Minting on the "Create an NFT" Button on the "Create" page.

The Company reserves the right to change the Platform Fee at any time by amending this T&C. These changes will only affect future Minting operations.

10. Cancellation Policy

User can decide to stop using the Platform at any time and not to create the NFT. Once the "Mint a NFT" Button and the Transaction Fees have been paid to the blockchain, third party service, for example on Metamask by clicking on "Confirm" the transaction cannot be cancelled, as it is by nature irreversible on a blockchain and the Company has no control over the blockchain used.

No refund of Minting Fees will be possible.

11. Obligations de l'Utilisateur

User declares and guarantees to the Company that he is acting in his own name and on his own behalf in his capacity as a natural person of legal age and with full capacity to contract or as the legal or duly authorized representative of a legal entity.

User undertakes to publish only authentic data, information and content, and texts on which he has the necessary rights, particularly intellectual property rights.

User undertakes to make normal and legal use of the Service offered by the Platform.

The User undertakes, directly or by allowing access to third parties, not to send viruses, spam, chain mail, 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 and any element of the Platform.

User understands that the Company is a third party to the Injected Contract. The User is solely responsible for the creation, offering for sale, sale, execution of the Smartcontracts created and the Injected Contracts created with the Service and more generally for the Minting operation.

User understands that the Company does not intend to accompany the User in the sale of the NFT on a third party website, platform, software or tool.

User understands that the Company does not have the role of arbitrating any disputes between the User and potential buyers of the NFT.



12. Risks inherent in the use of the Platform, the Service and blockchains

Users are advised to carefully read the risk factors described below. User understands that the Company does not have control over the risks mentioned below and expressly agrees that the Company will not be liable in case of a loss corresponding to the realization of a risk mentioned below. The realization of any or all of these risks is likely to have an adverse effect on the User and on the NFTs created with the Platform and its Service. In addition, other risks, not yet identified or considered insignificant by the Company, as of the date of these T&C, could also have an adverse effect.

12.1 Economic risks - risk of total or partial loss due to unsuitable Transaction Fees

The User is warned that Transaction Fees that are unsuitable for the creation of NFT Smartcontract or a congestion of the network of the blockchain used could compromise the creation of the NFT and the Minting Fees could be permanently lost.

12.2 Risk of volatility.

User is warned that Transaction Fees may vary significantly over time and even within a limited period of time. The Platform has no control over this volatility risk and invites User to use another blockchain for Minting or to wait for Transaction Fees that he considers acceptable.

12.3 Risk related to the value of the NFTs created

The value of NFTs depends mainly on the exchange market, i.e. supply and demand, as well as the evolution of the value of tokens such as Bitcoin, Ether or MATIC which can significantly influence the price of other tokens in this emerging market. User is advised that an NFT may not necessarily find a buyer on third party NFT sales sites and marketplaces.

12.4 Risk related to the absence of market and listing

The Service is limited to Minting and does not allow the sale of NFTs, User is warned that the Company cannot guarantee to list the NFT, to display, to sell, to maintain for sale or to allow the resale of the NFT on any platform, site or third party gallery.

12.5 Risk of non-compatibility with third-party sites and services

User is advised that the NFT or its Metadata created with the Service may not be compatible with third party sites.

12.6 Blockchain Risk

The shared electronic recording device chosen is the Polygon blockchain, a blockchain running in parallel to the Ethereum blockchain, whose objective is to reduce the transaction load on the Ethereum blockchain and thus the necessary Transaction Fees.

The Ethereum blockchain, as with any blockchain operating with a proof-of-work consensus, a 51% attack by miners could corrupt the data written on the Ethereum blockchain. Moreover, the Ethereum blockchain is considering a significant evolution of its consensus system which is likely to change its security level in the coming months and this evolution is likely to cause bugs. However, the Ethereum blockchain is public



and backups of transactions on this platform are regularly made. This blockchain and the people involved in its governance have already taken a proactive role to repair the effects of token theft, to the detriment of the continuity of the blockchain, which is likely to create trust without being a guarantee.

The Polygon blockchain operates on proof of stake, which theoretically makes it less secure.

The Company reserves the right to migrate its Services from the Ethereum and Polygon blockchains to another blockchain or blockchains, particularly in the event of a security risk.

12.7 Smartcontrats Risk

As with any token issuance, especially of NFT, carried out with a Smartcontract, even a standard and audited one, a risk of discovery and exploitation of a security flaw cannot be excluded. However, the Smartcontracts used are based on best practices developed over the last five years and the choice of the Ethereum and Polygon blockchain limits this type of risk due to the multiplicity of projects that have already succeeded in carrying out this type of operation in secure technological conditions.

The Company declines any responsibility in case of unforeseeable failure related to the Smartcontract, malfunctioning, loss of token, erroneous transaction or hacking

12.8 Risk related to the conservation of Content on IPFS.

Metadata Content is stored by default on the InterPlanetary File System (IPFS).

User understands that Company has no control over IPFS and cannot guarantee the functioning, stability, display, effective retention or maintenance of links to the IPFS stored file referred to in the Metadata Content.

User is invited to keep the files of the Metadata Contents with his own storage means.

User understands that the Company shall not be held responsible in case of any malfunction of IPFS.

12.9 Risk of Injected Contracts

Injected Contracts are also Metadata Content stored on IPFS and therefore subject User to the same risks in terms of stability, display, retention or maintenance of links to files.

User understands that the Injected Contracts designed with the Platform Service are created without the assistance of a lawyer and under the sole responsibility of User. The Service only provides examples of Injected Contracts whose integration and setup can be automated. The User is invited, to integrate within the framework of the Minting operation, his own Injected Contracts by clicking on the button " Inject an external Contract ", by using a lawyer to examine precisely his project.

12.10 Risk related to the private key and the electronic Wallet



The Wallet used to store and transfer NFT via the Platform must be compatible to receive and transfer tokens on the chosen blockchain.

In case of transferring the NFT to an incompatible Wallet, the user will normally not be able to access the NFT anymore. This means a total loss of his NFT.

The User bears full responsibility for the decision as to which Wallet is used. The User is also responsible for the secure storage of the private key of his Wallet. Loss or theft of the private key is equivalent to loss of all NFTs assigned to the Wallet.

It is recommended to use exchange platforms and browser Wallets (e.g. Metamask) only for instant transactions and not for storing NFTs, cold storage or hardware wallets being preferred.

12.11 Regulatory risk

Changes in legislation, regulations or other standards applicable to the Company's business and NFTs could prevent the continuation of operations and the continuity of the Service.

As the field of blockchain, crypto-assets and NFTs is relatively recent, the regulations in force are changing regularly and significantly on an international scale. Legislative or regulatory changes could have a significant adverse effect on the Company's operating costs and the economics of NFTs. In this context, possible non-compliance could lead to various types of sanctions, including the limitation, suspension or prohibition of certain activities and the imposition of fines, damages and other penalties, which could affect the continuity of the Service offered by the Company. For these reasons, the User is obliged to check whether the NFT Minting activity that the User carries out using the tools provided by the Platform is lawful in his country.

It should also be noted that regulatory or normative changes could affect the operation of the blockchain used for Minting which could generate risks related to trust in the blockchain ecosystem and costs for the Company and holders of NFTs on these blockchains to migrate to other blockchains or to central bank digital currencies.

12.12 Tax risk

The tax risks associated with the creation of NFTs, in particular via the Service and the sale of NFTs on third-party platforms, are due to the novelty of these assets and their as yet undefined legal and tax status. These risks are mainly related to the lack of visibility in many national laws due to the novelty of the matter and the structurally evolving nature of finance laws.

Due to the wide variety of national laws in this area, the Company cannot guarantee that the legal and tax qualifications adopted in the proposed Injected Contracts will be adopted by the competent tax authorities and that the applicable tax law will not evolve in a manner that is unfavorable to the interests of the User or the holder of the NFT.

12 Limitation of Liability for the Service



The Company undertakes to make its best efforts to ensure the availability and continuity of the Services on the Platform, 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 and operation of the blockchain.

The Company does not undertake any obligation of result regarding the eventual sale of the NFTs created on the Platform.

The Company shall not be 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, a mirror site, phishing, a break in service due to an intrusion or malfunction, an interruption or any use of the Platform and the Service or due to force majeure. The Company shall not be held responsible for screenshots and/or data leaks and their subsequent dissemination.

The User understands and accepts that the Company shall not be held liable for any direct, indirect, material or immaterial, financial, commercial, moral, loss of profit, chance, content or data damage resulting from the use of the Service.

Minting, including the creation of the Smartcontract and the Injected Contract is the sole responsibility of the User and the Company shall not be liable for any failure, malfunction, technical, commercial or legal error.

The Injected Contracts are created at the exclusive initiative of the User, without any specific intervention of the Company other than the Smartcontracts and Injected Contracts configuration tools. The Company is a third party to the Injected Contract and declines any responsibility related to the meeting of consent between the User and his possible buyer, to the functioning of the Smartcontracts, to the execution of the Injected Contracts, to the functioning of the Wallets and to any damage resulting from the use of the Wallet, of the blockchain used, of the NFT, of the Smartcontract, of the Injected Contract and more generally of the Service.

The Company does not undertake to control the truthfulness, accuracy, quality, conformity or legality of the data, information and content integrated by the Users in the NFTs during Minting.

The User understands and accepts that the Company shall not be held liable for any direct, indirect, material or immaterial, financial, commercial, moral, loss of profit, chance, content or data damage resulting from the use of an Injected Contract.

13 Applicable Law

These T&C shall be governed by Swiss law, to the exclusion of the Swiss Federal Law on Private International Law and the Vienna Convention on Contracts for the International Sale of Goods (CISG).

13.1 Information on the law applicable to Injected Contracts



Users may create Injected Contracts directly or by using a legal professional, they may also set up an Injected Contract from the Service, this Injected Contract is designed by default with reference to French law in the current state of development of the Platform.

13.2 Information to Users on taxation

No income is received by Users via the Platform, which only allows the Minting of NFTs and not the sale of NFTs. Users are nevertheless reminded that income derived from the sale of NFTs must be declared and, unless exempted, be subject to taxes in accordance with the applicable law.

14 Jurisdiction

In the event of a dispute, the parties shall use their best efforts to resolve the dispute amicably. In the absence of amicable resolution of the dispute, the disputes will be submitted to the exclusive jurisdiction of the courts of the District of Sierre, Switzerland.

15 Severability

If one or more of the clauses of the T&C are declared invalid, they shall be declared unwritten, which shall not affect the validity of the T&C and its other clauses which shall continue to apply.

16 Requests, comments, suggestions

User may send requests, comments and suggestions by addressing the Company via the contact email studio@ato.network providing sufficient details, a clear description and the reasons for the request. Requests are usually processed within seven (7) business days.