



**White Loop Capital**

# **TERMS AND CONDITIONS**

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Legal notice

**White Loop Capital**

trade name exclusively operated by White Loop, a SAS with variable capital, registered in the Lyon Trade and Companies Register under number 905075305 and whose head office is located at 2 rue Coysevox, 69001 Lyon.

The director of the publication is **Mr. Hugo PANCZAK**

Contact : [contact@whiteloop.capital](mailto:contact@whiteloop.capital)

The website is mainly hosted by **o2SWITCH EURL**

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## 1. Scope & purpose

1. White Loop SAS (hereinafter, the "Company") operates and makes available the website <https://whiteloop.capital> dedicated to the presentation of its various services and activities.
2. The site is accessible free of charge to anyone with Internet access. Any person accessing the site will be considered a user.
3. These General Terms and Conditions (hereinafter, "GTC") apply by right, in their entirety and without restriction to all users of the site, whether or not they are partners, associates, customers and/or suppliers of the Company.
4. These GTC are accessible at any time on the site and prevail over any other previous version. The applicable version is the one in force on the site.
5. The Company is entitled to modify its GTC at any time and without notice. However, the version of the GTC applicable to users remains the one in force on the day of navigation and use of the site.
6. The Company invites users to download and retain the current GTC when browsing the site, as the Company is unable to ensure that the GTC is kept current. In the event of a disagreement between the Company and the user, this document may be used as evidence in support of the user's claims.
7. The purpose of these Terms of Use is to govern the relationship between the Company and its users with respect to their browsing on the pages and their use of the site's features.
8. Consequently, these GTC constitute a legally binding agreement between the Company and its users. Users acknowledge that they have carefully read, understood and accepted them in their entirety and without reservation, before browsing the site.

## 2. Website navigation

9. The site is freely accessible to anyone without the need to create a user account.
10. On the website, the Company provides users with all relevant information relating to the understanding, description and characteristics of the activities it conducts.
11. When browsing the Website, the user will be deemed to have read and accepted these GTC.

## 3. Risk awareness

12. The user understands that the Company's activities are related to the digital assets sector and directly linked to blockchain technology. Therefore, the user is aware that the Company's choices, decisions and communications should not be followed or copied

mechanically but, on the contrary, should be critically analyzed with personal research before any action is taken.

13. As such, all information, information, descriptions, statistics, data, including indicators, are provided to users for information purposes only. Nothing on the website shall be construed as a recommendation to perform any action. The Company strives to provide access to accurate and precise content, but does not guarantee its completeness.

## **4. Intellectual property**

14. The Website, as well as each of the elements (in particular the programs and specific developments, navigation diagrams, trademarks, texts, illustrations, logos, graphics, files, corporate names, products, services, photographs, etc.) that make it up, are the exclusive property of the Company or of third parties who have granted it a license. In particular, the website and these elements are protected by intellectual property rights.
15. The Company only grants the user free, non-exclusive, non-transferable, non-sublicensable licenses to the website and its elements with a view to displaying them on the screen and accessing them.
16. Any representation and/or reproduction, in whole or in part, and/or extraction and/or use of the website and its elements (including databases) for economic purposes or otherwise, without the express, prior and written authorization of the Company, is/are prohibited.
17. The User is also informed that restructuring, decompiling, disassembling or circumventing the technical restrictions of the website and its elements is prohibited.
18. If the Company finds that any of the above clauses have been violated, the Company reserves the right to use all legal means to put an end to the violation.

## **5. User's responsibility**

19. The user agrees to use the website in accordance with the GTC.
20. Each user agrees not to make any illegal, fraudulent, malicious or bad faith use of the website, and in particular, if it harms their use by other users.

## **6. Company's responsibility**

21. The Company strives to provide the user with access to the website, information, content and hyperlinks that are available and verified. Nevertheless, these accesses are provided free of charge to the users, who cannot hold the Company responsible for their mere unavailability.

22. In particular, the Company shall not be liable for any direct or indirect damages resulting from :
- a bug, computer virus, accidental malfunction of the software used ;
  - a failure to keep the user's browsing information secure or confidential ;
  - fraudulent intrusion by a third party, resulting in a modification or loss of the website's functions, information or elements ;
  - the interpretation of the information on the website by the user or its misuse, interpretation, as well as the trust that has been placed in it ;
  - the modification, suspension or interruption, planned or not, of the website ;
  - inaccurate, incomplete or outdated information.
23. The use of the website is exclusively at the user's risk.

## **7. Hyperlinks**

24. The Company may include on the website computer applications and hyperlinks from third parties (e.g. the Company's social networks). Third party websites may be subject to different terms and conditions of use and data protection policies.
25. The Company shall not be held responsible for the access and use of third party websites, in particular for the availability and relevance of the information, content and services offered there.

## **8. Modification - Suspension - interruption of the website**

26. The Company reserves the right to modify the website at any time for the benefit of the user.
27. The company has the right to suspend or interrupt, at any time and for any reason, the website.

## **9. Independence of clauses**

28. If one of the stipulations of the present GTC were to be declared null and void by a court of law with regard to a rule of law or a law in force, it will be deemed unwritten. The other provisions will keep their force and their range, except to seriously unbalance the economy of these GTC.

## 10. Non-waiver

29. The fact that the Company does not exercise, at any time, a prerogative recognized by the GTC, shall in no way be interpreted as a modification of the GTC, nor as an express or tacit waiver of the right to exercise said prerogative in the future.

## 11. Applicable Law and Dispute Resolution

### 11.1. Applicable Law

30. These GTC must be read and applied in accordance with French law.

### 11.2. Amicable settlement

31. In the event of a dispute, the user is invited to proceed amicably and to make a complaint to the Company's legal department by post or by e-mail to the following address : [servicejuridique@whiteloop.capital](mailto:servicejuridique@whiteloop.capital).
32. No action may be brought against the Company without one or other of the parties having proceeded amicably and without a formal notice by registered letter with acknowledgement of receipt having been sent to it in the event that conciliation fails.
33. The user is informed that he/she can have recourse to a mediator of the European platform for online settlement of disputes, accessible at the following link : <https://webgate.ec.europa.eu/odr>.

### 11.3. Competent Jurisdiction

34. For professional users, and in the absence of amicable agreement, any dispute arising from these GTC will be settled by the courts of the jurisdiction of the Court of Appeal of Paris.
35. For users who are not professionals in the context of their relations with the Company, the dispute will be settled by the competent court under the conditions of common law.