

TERMS OF USE

LOUIS VUITTON VIA NFT SECONDARY MARKET

Last updated: November 20, 2023

These terms and conditions (the “**Terms**”) apply in the context of the purchase on a secondary market of the Louis Vuitton VIA Digital Collectible (“**VIA NFT**” as this term is defined hereafter) after its initial drop and sale by a local entity of Louis Vuitton and constitute a legally binding agreement between any individual using the VIA NFT (“**you**”) and Louis Vuitton Malletier (“**us**”, “**we**”, or “**Louis Vuitton**”).

By acquiring the VIA NFT on a secondary market, you accept and agree to be bound respectively by (i) these Terms and (ii) the other documents referred to herein.

Please read these Terms carefully and make sure that you fully understand them before purchasing the VIA NFT on a secondary market. We also suggest keeping a copy of these Terms for future reference. If you have any concerns or questions regarding the interpretation of these Terms, please feel free to contact us via email at: <https://eu.louisvuitton.com/eng-e1/contact-us>. If you do not agree with these Terms, you shall not purchase the VIA NFT on a secondary market.

I. Description of the VIA NFT

Pursuant to the initial drop of VIA NFT, a non-fungible token was offered for sale by Louis Vuitton (the “**VIA NFT Drop**” or the “**Drop**”) and such Drop is subject to separate terms (i.e., The Louis Vuitton VIA NFT Drop Terms).

The non-fungible token is associated with a digital representation of a Louis Vuitton product (the “**Digital Representation**”) and minted on the Ethereum blockchain. The non-fungible token and the aforementioned Digital Representation are together defined as the “**VIA NFT**”.

The VIA NFT and its associated smart contracts and metadata constitute the “**Referenced Content**”.

The description and images of the Digital Representation displayed on the secondary market platform or in any of our public communications (including but not limited to communications by Louis Vuitton, its directors, employees, affiliates or agents) are provided for illustrative purposes only and we cannot guarantee that they accurately reflect the Digital Representation.

The VIA NFT only exists by virtue of an ownership record maintained on the Ethereum blockchain, and is stored on the Ethereum blockchain. All smart contracts are executed on the decentralized ledger within the Ethereum blockchain.

Also, the Digital Representation is stored through a public decentralized network InterPlanetary File System (“**IPFS**”) which is not under the control of Louis Vuitton.

In addition to the rights of use granted under section VI, the VIA NFT may grant you the right to claim one (1) physical twin to the VIA NFT (the “**Physical Twin**”) similar to the Digital Representation. THERE IS ONLY ONE PHYSICAL TWIN ATTACHED TO EACH VIA NFT NON-FUNGIBLE

TOKEN, THEREFORE THE RIGHT TO CLAIM THE PHYSICAL TWIN MAY HAVE ALREADY BEEN EXERCISED AND NO LONGER EXISTS AS A RESULT.

Indeed, the right to claim can be exercised only once: if the Physical Twin has been claimed, the right to claim it is immediately terminated. The details of the Physical Twin are available below.

The VIA NFT and Physical Twin are, unless otherwise expressly provided for in section VII , for personal, private and recreational use only and may not be used for any other purposes, including business and commercial purposes as further detailed in the Terms.

II. Sale of the VIA NFT on a secondary market platform

Please note that the price and conditions of sale of the VIA NFT on the secondary market platform (including the payment method allowed) are not governed by Louis Vuitton and are subject to the separate terms of the secondary market platform.

The price will include royalties payable to Louis Vuitton equal to 10% of the sale price. Such royalties are automatically deducted from the sale price. The royalty collection will be undertaken by Coinhouse. In the context of the royalty collection, Coinhouse may be required to conduct certain Know Your Transaction (“**KYT**”) verification in accordance with its own processes.

The VIA NFT will only be delivered by way of a transfer to your crypto wallet after the payment of the royalty is completed.

Additional commissions, royalties and/or any other fees may apply to sales carried out through secondary market platform for which you shall be solely responsible.

Once you have acquired the VIA NFT, you will have the right to transfer it again through a secondary marketplace that applies the royalties due to the creator and conforms to the highest industry standards and customs regarding royalty collection and payment. The details related to secondary market transactions are available below. **AS SOON AS YOU CLAIM THE PHYSICAL TWIN, THE RIGHT TO TRANSFER THE VIA NFT ON THE SECONDARY MARKET MAY BE SUSPENDED. LOUIS VUITTON WILL INFORM YOU OF THE DURATION OF SAID SUSPENSION BEFORE THE CLAIM.**

III. Redemption Process

Physical twin

Each VIA NFT includes the right to claim one (1) and only one (1) Physical Twin.

Such Physical Twin is an exclusive product designed by Louis Vuitton especially for the VIA NFT (*i.e.*, product not available to those who do not own a VIA NFT).

You expressly acknowledge and agree that the Physical Twin is standardized, and that its characteristics, features, design, color, size, and other attributes are as shown in our Louis Vuitton website. No modifications, alterations, or customizations to the Physical Twin will be accommodated, nor will Louis Vuitton accept that you exchange or return the Physical Twin.

Information about the Physical Twin will be made available by Louis Vuitton on its website. The Physical Twin may vary slightly from their pictures. The images of the Physical Twin are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Physical Twin. Your Physical Twin may vary slightly from those images.

Notwithstanding the foregoing, please note that the Physical Twin may vary from the Digital Representation of the VIA NFT. Louis Vuitton cannot guarantee that the Physical Twin reflects the Digital Representation of the VIA NFT.

You acknowledge and agree that the Physical Twin is intended for personal use.

Redemption Period

You may claim the Physical Twin for a limited period of time that will be communicated by Louis Vuitton on its website (the “**Redemption Period**”).

If you do not make a redemption election within the Redemption Period, you will forfeit your right to claim the Physical Twin without any liability for Louis Vuitton resulting therefrom.

If you claim the Physical Twin, your right to sell the VIA NFT on a secondary market may be suspended for a limited period of time. Louis Vuitton will inform you of the duration of said suspension before the claim.

Eligible recipients

You have the right to claim the Physical Twin during the Redemption Period. In order to claim the Physical Twin during the Redemption Period, you will need to create a client account on our website and connect your cryptowallet to your client account. You should then visit the “My VIA” page of your client account on our Louis Vuitton website to confirm your ownership of the VIA NFT as well as shipping address and certain other details.

The claim of the Physical Twin will be subject to (i) the fact that the Physical Twin has not already been claimed, (ii) the creation of a client account on our Louis Vuitton website where you will need to connect your crypto wallet to your client account so that Louis Vuitton can verify your ownership of the VIA NFT, (iii) the favorable completion of the Know Your Customer (“**KYC**”) verification processes and necessary anti-fraud investigations; and (iv) a shipping address located in an eligible country/region mentioned below.

For the purpose of the redemption process, you represent and warrant that (i) all information you submit is correct, complete and accurate, (ii) you hold a VIA NFT, (iii) you are over eighteen (18) years old, and (iv) you own the crypto wallet connected to your client account which holds the VIA NFT.

IV. Delivery of the Physical Twin

Eligible Country/Region

The Physical Twin may be shipped only to the following countries/regions where Louis Vuitton has an e-commerce website : USA, Brazil, Canada, Mexico, Belgium, Denmark, Germany, Spain, Finland,

France, Ireland, Italy, Luxembourg, Monaco, Netherlands, Austria, Sweden, United Kingdom, Japan, South Korea, Hong Kong SAR, Singapore, Malaysia, Taiwan, Thailand, Australia, New Zealand, United Arab Emirates and the Kingdom of Saudi Arabia. Unfortunately, we do not deliver to addresses outside the above-mentioned countries, care of a hotel, PO Box addresses nor to business premises.

Delivery Costs

No delivery cost is payable to Louis Vuitton for the receipt of the Physical Twin in an eligible country/region.

Delivery Date

During the redemption process we will let you know when we will provide the Physical Twin to you. Please note that if no deadlines are given, Louis Vuitton will proceed to the delivery in any event within 30 days at the latest from redemption confirmation.

If the delivery of the Physical Twin is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay (in which case we will not incur any liability).

If no one is available at your address to take delivery, we will leave you a note asking you to contact our Client Service team in order to arrange an alternative delivery date. If, after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you further delivery costs. You hereby acknowledge and agree that no redelivery can be arranged after the end of the Redemption Period and, in case no one is available at your address to take initial delivery and we have not been able to re deliver the Physical Twin to you within the Redemption Period, we may, without incurring any liability, dispose of the Physical Twin as we deem fit.

Click and Collect Service

If you choose to collect your Physical Twin from one of our stores offering the Click & Collect service, you can collect it from us after the date we tell you in writing, during the opening hours of the relevant store. Please check the opening hours of our stores in the OUR STORES section on www.louisvuitton.com before making any journey.

Please note that the Physical Twin will be kept in-store for 30 days after which period, the Physical Twin will be returned to us. In case you are not able to collect the Physical Twin within 30 days, please contact our Client Service team in order to extend the collection period. In any event, you hereby acknowledge and agree that the Click & Collect service cannot be arranged after the end of the Redemption Period and, in case you did not collect the Physical Twin within the Redemption Period, we may, without incurring any liability, dispose of the Physical Twin as we deem fit.

When using our Click & Collect service, we carry out the following checks, which are necessary to make sure that the Physical Twin is collected by you and which condition the handover of the Physical Twin

- you will be required to show your delivery confirmation email, photographic ID such as a passport, Identity Card or photocard driving licence;

- we regret that copies of the above mentioned documents cannot be accepted.
- we will make and keep copies of all photographic ID documents and we will take appropriate steps to keep your information secure.

If, for any reason, you do not wish to comply with the procedures set out above, we regret that you will not be able to use our Click & Collect service.

Damage

If, at the time of delivery or collection by you, the packaging is damaged, please open the package in the presence of the carrier or store assistant (where you have chosen our Click & Collect Service) in order to verify the condition of the Physical Twin. In the case of delivery, where there is damage to the Physical Twin, you should note the details on the delivery note and contact our Client Service team. If we deliver Physical Twin to you and it is lost or damaged by our carrier we will repair or replace the Physical Twin free of charge (including costs of re-delivery) but only where:

- you tell us of the damage to the Physical Twin within a reasonable time and no later than within two months after the delivery; and,
- you produce to us any receipt or other documents relating to the Physical Twin and (in the case of damaged items) the original packaging complete with all related accessories, instruction booklets, labels, protective covers and boxes.

V. Assumption of Risk

You acknowledge and agree that the purchase of the VIA NFT carries at least the following risks, for which we shall not be responsible.

Non-fungible tokens are highly subjective and have no inherent or intrinsic value. Hence, we do not warrant that your VIA NFT will have or retain any value.

There are risks inherent to the use of internet-based assets such as the VIA NFT. Those risks include but are not limited to: the inability to access or use your crypto wallet, the VIA NFT (including the Digital Representation) or the Louis Vuitton website for any technical reason not limited to the following: blockchain, smart contract, crypto wallet malfunctions, disruptions, errors, delays or any other technical issue you may encounter when using our services or any third parties' services in relation to the VIA NFT, server failure or data loss, hardware, software or internet connection failure, malicious software introduction or tampering, unauthorized access to your information or crypto wallet.

Louis Vuitton shall have no control or responsibility over the transfer and the management of the VIA NFT on your crypto wallet.

You further acknowledge that (i) you are solely responsible for ensuring the security and confidentiality of the private key of your crypto wallet and associated passwords, and (ii) you are solely responsible for the storage and access to the VIA NFT through your crypto wallet.

We make no warranty whatsoever about the availability of the VIA NFT or that we will host the VIA NFT at any specific location, and/or for any specific period of time. You acknowledge and accept that we will not be held responsible for any of your loss of access to your VIA NFT due to the loss of your

private keys, associated password or any error on your part; or due to any hacking, security weakness, fraud, cyberattack or any other technology-related issue that is not due to our actions.

The regulatory regime of blockchain and non-fungible token technologies is still evolving, hence new regulations or policies may materially and adversely affect the development of the Ethereum blockchain or any of our non-fungible token-related services, and thereby the utility or value of your VIA NFT. You acknowledge and accept that we are not responsible for the risk associated with the potential changes in the regulatory framework of blockchain and non-fungible token technologies, including cryptocurrencies and other tokens.

You acknowledge and agree that Louis Vuitton cannot guarantee that the Physical Twin will accurately reflect the Digital Representation of the VIA NFT.

VI. Intellectual Property

Intellectual Property Rights

You acknowledge and agree that your purchase of the VIA NFT on a secondary market and the potential redemption of the Physical Twin shall not be construed as granting or confirming, either expressed or implied, any rights or licenses in or under any trademark, copyright, design patent, know-how or any other form of intellectual property rights of Louis Vuitton and/or its licensors to you.

Louis Vuitton and/or its licensors own all rights, title and interest in relation to any intellectual property in and to, that will arise in, that relates to or was derived from (i) the VIA NFT and any text, image, logo or other material it contains, (ii) all Referenced Content, and (iii) the Physical Twin.

Use and Limitation of Use of the VIA NFT and Physical Twin

Provided you comply with these Terms, you may use the VIA NFT and/or the Physical Twin you have acquired (i) for personal, private and recreational purposes only, and (ii) to execute the smart contract associated with the VIA NFT on the Ethereum blockchain.

You acknowledge and agree that Louis Vuitton and/or its licensors own all intellectual property rights in relation to the VIA NFT, the Physical Twin and Referenced Content and that unless expressly permitted by these Terms, you are prohibited from (and shall not, directly or indirectly, permit any third party acting on your behalf to do or cause any of the following to be done): (i) reproducing, copying, modifying (including but not limited to the design, colors, attributes), the VIA NFT or the Physical Twin, (ii) using the VIA NFT or the Physical Twin in connection with content that promotes, depicts or references drug use, violence, hatred, sexually explicit activities, pornography, weapons or ammunition, hate speech, discrimination, or that otherwise infringes upon the rights of others or promotes illegal activities or detrimentally affects Louis Vuitton and/or its image, (iii) using the VIA NFT or the Physical Twin as a trademark or attempting to acquire intellectual property rights on it, (iv) embedding/incorporating the VIA NFT or the Physical Twin into any other work, creation, whatever the format, the media, medium or the purpose, (v) using the VIA NFT, or the Physical Twin to advertise or commercialize your or a third party's products or services that includes, contains or consists of the VIA NFT or the Physical Twin, (vi) using the VIA NFT or the Physical Twin in any form of publicly available media for commercial purposes, (vii) removing, deleting or obscuring any copyright, trademark or other intellectual property notice on the VIA NFT; or the Physical Twin or attempting to

do so, (viii) using the VIA NFT or the Physical Twin for your or a third party's commercial benefit, (ix) using the VIA NFT or the Physical Twin in such a way that would suggest our endorsement, affiliation or sponsorship of any business, lobbying effort or political campaign, products or services and, (x) using the VIA NFT or the Physical Twin in any other manner that could be detrimental to Louis Vuitton or that infringes, misappropriates or violates any of Louis Vuitton's and/or its licensors' rights.

You acknowledge and agree that if you breach these Terms and in particular the provisions of this section, Louis Vuitton reserves the right to (i) immediately burn your VIA NFT and accordingly terminate your access and use of the VIA NFT, including your right to claim the Physical Twin if not already claimed, according to section XII (Termination), and (ii) initiate any action available to it to obtain remedy in law or equity.

VII. Secondary market transaction of the VIA NFT

As soon as you claim the Physical Twin, your right to transfer the NFT on the secondary market may be suspended for a period of time that Louis Vuitton will disclose before the claim. Except the above, you have the right to sell the VIA NFT, provided that:

- you provide written notice to the intended transferee before the sale (a) of these Terms and (b) informing whether or not a claim is available and (c) that the sale of the VIA NFT, their exercise of rights in relation to the VIA NFT, the Referenced Content and/or the Physical Twin is and will remain subject to these Terms;
- you make the transfer on a third-party secondary market platform based on the Ethereum blockchain that (a) verifies that the blockchain identifies your public blockchain address as the owner of the corresponding NFT and (b) conforms to the highest industry standards and customs regarding royalty collection and payment;
- you pay (or cause to be paid) the applicable royalty equal to 10% of the sale price, the royalty is deducted from the sale price. Such royalty will be paid to Louis Vuitton Malletier in consideration of the rights granted under section VI. This will be applicable to all successive owners reselling the VIA NFT;
- please note that additional commissions, royalties and/or any other fees may apply to sales carried out through some third-party platforms for which you and/or the transferee (as the case may be) shall be solely responsible;
- you are solely responsible for any network and platform fees that may apply as well as any transaction duties imposed by law;
- the transfer complies with applicable laws and regulations, and with the terms of the third-party secondary market platform on which you operate the transfer;
- prior to the transfer, you have not breached these Terms or your rights in the VIA NFT have not been terminated;
- the transferee has a shipping address located in an eligible country/region as mentioned in section IV;
- the transferee owns the digital wallet connected to its account on the third-party secondary market platform;
- the transferee's digital wallet is not owned by or associated with a person (i) located or residing in any country that is subject to or target of any comprehensive or country-wide or territory-wide sanctions, embargoes or restrictive measures (including notably embargoes on products such as the VIA NFT), enacted by the United Nation security council, Australia, Canada, the European Union (and/or any European Union member state), the United Kingdom, the United

States and/or any other relevant governmental authority, (ii) under the control of, owned by, acting on behalf of or affiliated with a person or entity that (a) is engaged in the development or production of nuclear, biological or chemical weapons, missiles or unmanned aerial vehicles, (b) is on a sanctions list of the United Nations, the European Union, any Member State of the European Union, the United Kingdom and/or the United States, (c) is listed on the U.S. Department of State's Terrorist Exclusion List, or (d) is listed on the U.S. Office of Foreign Assets Control's Specially Designated Nationals List or Foreign Sanctions Evaders List.

You acknowledge and agree that, upon the secondary market transaction pursuant to this section, (i) your access and use of the VIA NFT as well as your right to claim a Physical Twin – if any (not claimed by you prior to the transaction) shall terminate; and (ii) the VIA NFT as well as your right to claim a Physical Twin – if any - shall be transferred to the transferee.

The VIA NFT will only be delivered by way of a transfer to the transferee's crypto wallet after the payment of the royalty is completed.

Louis Vuitton and our Released Parties (as this term is defined hereafter) shall have no liability to you (nor to any other person including, without limitation, any transferee) in relation to any secondary market transactions and any consequences thereof.

VIII. Disclaimer of Warranties and Liability

Disclaimer of Warranty

To the maximum extent permitted by applicable mandatory laws, the VIA NFT and the Physical Twin are proposed "as is" and "as available" excluding any warranties of any kind, including, without limitation, any warranty concerning the availability, correctness, accuracy, reliability, usefulness, or content of information, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose, and we hereby disclaim any and all such warranties, express and implied.

We will not be liable to you and/or any user for any loss or damage, whether in contract, tort, negligence, breach of statutory duty, or otherwise and howsoever arising, even if foreseeable, arising under or in connection with the VIA NFT.

In addition, Louis Vuitton is not responsible for:

- any kind of failure, abnormal behaviour of software (*e.g.*, smart contract, crypto wallet), blockchain or any other features of the VIA NFT, the correct operation of third party services, and casualties due to late report by developers or representatives (or no report at all) of any issues with the Ethereum blockchain supporting the VIA NFT, including forks, technical node issues or any other issues having fund losses as a result;
- any loss and to any losses, damages or claims arising from (i) server failure or data loss, (ii) user errors such as forgotten passwords, incorrectly constructed transactions or mistyped crypto wallet public addresses, (iii) any unauthorized third party activities, including without limitation the use of viruses, phishing, or other means of attack against the Ethereum blockchain, (iv) unauthorized access to the contents, or (v) corrupted crypto wallet files;

- the nature, security, contents, correctness, quality, operation, performance, character, integrity, availability, condition, accuracy, metadata, persistence, uninterrupted access, behaviour or technical details of the VIA NFT;
- failures of electronic equipment, computer hardware or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information;
- other problems or errors of any kind whether viruses or technical or mechanical malfunctions, interrupted or unavailable cable or satellite systems, computer, network, mechanical, human, electronic, typographical, printing or otherwise including, without limitation, errors or problems which may occur in connection with the provision of the VIA NFT;
- electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in your e-mail account to receive e-mail messages;
- if the VIA NFT or the Physical Twin cannot be awarded due to any of your acts and omissions (including the provision of incomplete, outdated and/or incorrect information) and/or due to delays or interruptions due to any acts of God, natural disasters, terrorism, strikes, weather, or any other similar event beyond Louis Vuitton's reasonable control;
- any damages, injuries or losses of any kind resulting from awarding, acceptance, possession, use, misuse, loss, misappropriation or misdirection of any VIA NFT or the Physical Twin; or
- as far as the Physical Twin is concerned (i) any damage resulting from accidents, handling or improper or abusive use of the Physical Twin (including shocks, blows, crushing, abrasions, etc.); (ii) any damage resulting from alterations due, in particular, to direct and prolonged exposure to sunlight and/or high temperatures ; (iii) any damage resulting from unauthorized modification or repair not carried out by Louis Vuitton; and (iv) the consequences of normal wear and ageing.

Louis Vuitton does not warrant that the Referenced Content meets your expectations, is error-free, reliable, correctly programmed, compatible with other computer systems, up-to-date, compatible with your crypto wallet or that defects in the VIA NFT or Referenced Content can or will be corrected.

Liability

To the maximum extent permitted by applicable law, in no event shall Louis Vuitton, nor our Released Parties, be held liable to you or any third party for any loss or incidental, indirect or consequential damage, whether in contract, tort, negligence, breach of statutory duty, or otherwise arising under these Terms.

Force Majeure

Louis Vuitton will not be responsible or liable for the failure to perform its obligations under these Terms or delay in such performance caused by an event that is out of our reasonable control, when such delay or failure is caused by any force majeure event defined, without limitation, as (i) acts of war or civil insurrection, invasion, hostilities, terrorist threats or acts, national emergencies (ii) acts of God, (iii) earthquake, flood, fire, epidemic, pandemic, tsunami, or (iv) industry-wide supplier failure, unavailability of materials or interruption or unavailability of cable, satellite systems, computer or network.

During a force majeure event, Louis Vuitton shall however promptly notify you of the force majeure event and will use all commercially reasonable efforts to promptly correct such delay or failure in the performance of its obligations or to ensure the effects of such force majeure event are minimized.

If the delay or failure to perform remains unresolved for a period of thirty (30) consecutive days following the notice given by us, we may terminate these Terms upon fifteen (15) days' prior written notice.

IX. Your Representations and Warranties

You represent and warrant that you are at least eighteen (18) years old on the date of the purchase, that your performance of your obligations will not breach any applicable laws or regulations and that you will meet all the conditions set forth in these Terms.

You further represent and warrant that you are (i) not located and are not a resident of any country that is subject to or target of any comprehensive or country-wide or territory-wide sanctions, embargoes or restrictive measures (including notably embargoes on products such as the VIA NFT), enacted by the United Nations Security Council, Australia, Canada, the European Union (and/or any European Union member state), the United Kingdom, the United States and/or any other relevant governmental authority, (ii) not a person under the control of, owned by, acting on behalf of or affiliated with a person or entity that (a) is engaged in the development or production of nuclear, biological or chemical weapons, missiles or unmanned aerial vehicles, (b) is on a sanctions list of the United Nations, the European Union, any Member State of the European Union, the United Kingdom and/or the United States, (c) is listed on the U.S. Department of State's Terrorist Exclusion List, or (d) is listed on the U.S. Office of Foreign Assets Control's Specially Designated Nationals List or Foreign Sanctions Evaders List.

X. Indemnity

You agree to release and hold harmless Louis Vuitton and our subsidiaries, affiliated companies, shareholders, divisions, partners, licensors, representatives, agents, successors, assigns, employees, officers and directors (the "**Released Parties**"), from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, which may occur, in whole or in part, directly or indirectly, in connection with your purchase of the VIA NFT on a secondary market, or possession, acceptance and/or use or misuse (including, without limitation, use or misuse as part of a secondary market transaction) of the VIA NFT or the Physical Twin and for any claims or causes of action otherwise based on publicity rights, defamation or invasion of privacy and merchandise delivery and/or on your negligence and/or breach of these Terms.

XI. Data Protection

We process the personal information you provide us to allow you to provide you with the VIA NFT, deliver (as the case may be) the Physical Twin to your address, and manage our commercial relationship with you pursuant to these Terms. More information on our processing of your personal information is available in the dedicated privacy policy accessible on our Louis Vuitton website (the "**Privacy Policy**").

You have certain rights regarding the processing of your personal information including the right to access, rectify, erase, restrict, object and to receive your personal information in an interoperable

electronic format and to obtain its transmission to a third party (right to portability) and the right to lodge a complaint with a supervisory authority under the conditions set out in the Privacy Policy. Please read this Privacy Policy carefully and make sure that you fully understand it.

If you have any concerns or questions regarding our processing of your personal information, please feel free to contact us via email at: personaldata@louisvuitton.com

XII. Termination

The rights granted to you under these Terms on the VIA NFT shall automatically terminate if, at any time:

- you transfer the VIA NFT on the secondary market;
- you breach or fail to comply with any of these Terms or any of the third party services' terms of service (including, for each of those terms and without limitation, breach of any of the representations set out therein);
- you use the Louis Vuitton website, the Ethereum blockchain or the VIA NFT or the Physical Twin in any unauthorized or unlawful manner as specified in these Terms or in any fraudulent manner;
- you engage in any unlawful business practice in relation to non-fungible tokens or any other blockchain-related technologies;
- you fail to provide any information requested by Louis Vuitton where we have reasons to believe that you are involved in money laundering or any other illegal activity;
- you provide any false, outdated, incomplete or otherwise inaccurate information; and/or
- any of the third parties providing services to you in the context of the VIA NFT such as the Ethereum blockchain, ceases to provide its services, in so far as such services are necessary for the exercise of the licensed rights.

Consequences of termination may include (at our discretion), but is not limited to:

- burning the VIA NFT;
- removing your access to the VIA NFT;
- withdrawing your right to claim the Physical Twin – if not already exercised;
- terminating your use of the VIA NFT and any associated intellectual property;
- deleting all account information related to the VIA NFT from the Louis Vuitton website and/or the Ethereum blockchain; and/or
- hindering any further use or access to the Louis Vuitton website and/or the Ethereum blockchain by you.

XIII. Miscellaneous

Assignment

We may assign or transfer our rights and obligations under these Terms to another organization. In that case, such assignment or transfer shall not affect the rights and obligations set forth under these Terms, provided that we would not be liable for any obligations accrued after the effective date of the assignment.

Except as expressly provided under these Terms, you may not assign or transfer any of your rights and obligations under these Terms.

Exclusivity

These Terms are entered into by and between you and us, and is exclusive of any third party who is not a party to these Terms (except the transferee). Any such person shall have no rights to enforce any of the Terms' provisions. The rights of the parties to terminate, rescind or agree to any variation, waiver or settlement under these Terms are not subject to the consent of any third party.

Severability

Each section of these Terms operates independently. If any section is deemed unlawful or unenforceable by any court or relevant authority, it shall not affect the validity and enforceability of the other provisions of the Terms.

No Waiver

In case we fail to enforce any of your obligations under these Terms, if we do not enforce our rights against you, or if we delay in doing so, it shall not be construed as a waiver of our rights against you nor does it discharge you from complying with those obligations. If we do waive a default on your part, any such waiver will only be executed in writing and specify the provisions to be waived. Any written waiver does not mean that your later defaults will automatically be waived.

Entire Agreement

These Terms contain the complete and exclusive agreement and understanding between you and us concerning the subject matter of these Terms, and supersede all prior and contemporaneous proposals, agreements, understandings, negotiations, representations, warranties, conditions, and communications, oral or written, between you and us relating to the same subject matter.

XIV. Dispute Resolution, Governing Law and Jurisdiction

Dispute Resolution

Before initiating any legal procedures, you agree to make your best efforts to settle any claims and disputes arising out of or in connection with the VIA NFT and the Physical Twin through negotiations with us.

Governing Law and Jurisdiction

These Terms and all claims and disputes arising out of or in connection with the VIA NFT and the Physical Twin shall be governed, construed and enforced in accordance with the laws of France and are subject to the exclusive jurisdiction of the Commercial courts of Paris.

XV. Contact details for information

In case you have any questions regarding these Terms, you can contact us by using the following means: <https://eu.louisvuitton.com/eng-e1/contact-us> , where you will find our phone and emails details.