

Terms and conditions

07/02/2023

ARTICLE 1 – ISSUER

Name :	SMART LIBER SAS
Registration number:	880 122 361
Registered office:	10 rue penthièvre, 75008 Paris
E-mail address:	president@smartliber.com

ARTICLE 2 – OFFER

Name of the token:	LIBER-T
Technical format:	BEP20
Unit value:	0.6 EUR
Minimum ticket:	10 EUR
Launch date:	07/02/2023

Accepted settlement currencies: Euros (EUR) and certain crypto-currencies, as specified in the documentation provided by IBEx.

ARTICLE 3 – NATURE OF THE TOKEN LIBER-T

The LIBER-T token is an intangible asset representing, in digital form, one or more rights that can be issued, registered, retained or transferred by means of a shared electronic recording device allowing the owner of said asset to be identified, directly or indirectly. This type of token is called "utility".

ARTICLE 4 – PURCHASERS

This offer is intended for individuals of legal age and legal entities whose country of residence for tax purposes is permitted (see Annex 1) and whose nationality is not excluded (see Annex 2). Specifically, this offer is not intended for use by residents or

citizens of the United States of America and “U.S. Persons” as this term is defined by the “Regulation S” of the Securities and Exchange Commission under the U.S. Securities Act of 1933.

It is the responsibility of each purchaser to ensure that he or she is eligible to purchase this product. By purchasing this product, the investor certifies that he or she is not subject to any restrictions. He declares that he is not a consumer as defined by 2011/83/EU Directive of October, 25th 2011 on Consumer Rights.

SMART LIBER SAS disclaims any responsibility for the buyer’s decision to proceed with this investment and reminds that this transaction must be carried out by the buyer in consideration of his financial situation, his capacity to suffer partial or total losses of capital, his risk appetite, his knowledge and experience in crypto-assets.

The purchaser refrains from grouping on his account the purchases of third parties and declares to be the only beneficiary of the purchases he makes during the operation of the present primary sale.

Every subscriber is subject to a procedure called KYC, "Know Your Customer", in order to comply with European legal and regulatory obligations, including the fight against money laundering and terrorist financing and to validate his account on the IBEx platform used for the present operation. In case of non validation of his account, the buyer will be fully refunded of his investment, amount reduced by any bank fees and blockchain network.

ARTICLE 5 – LEGAL REGIME OF THE SALE OF THE LIBER-T BY SMART LIBER SAS

The LIBER-T token is the subject of a final commercial transfer contract between the issuer SMART LIBER SAS and the buyer.

Following the purchase, the buyer has the right to freely transfer his LIBER-T and the rights attached to it. Any capital gain realized is then subject to the tax system in force at the time of the sale in the buyer’s country.

SMART LIBER SAS will have the right to reimburse the participant at any time in the event of denigration of the project or any attitude that undermines its image, or any attempt to misuse the community in its own interest.

ARTICLE 6 – PAIEMENT

6.1. In legal currency

Payment in legal tender is operated by INBLOCKS UAB, a company incorporated under the laws of Lithuania with the registration number 306067592 registered office: Architektų g. 56-101, LT-04111 Vilnius, Lithuania.

If the buyer chooses payment in legal tender (EUR), he/she agrees that INBLOCKS UAB collaborates with regulated credit card payment system providers (acquirers) to perform this service. As of the date of these General Terms and Conditions of Business (07/02/2023), INBLOCKS UAB's acquiring partner is PAYBOX, a solution offered by VeriFone Inc 2744 N University Drive, Coral Springs, FL 33065, USA.

In accordance with the applicable laws of the Republic of Lithuania, INBLOCKS UAB is registered as a crypto-asset depository wallet operator and crypto-asset exchange operator. INBLOCKS UAB is not a licensed financial services provider. Crypto asset exchange and deposit services provided by INBLOCKS UAB are not regulated by the Central Bank of Lithuania.

If you wish to participate through a bank transfer in EUR and SEPA zone, the IBAN to be used will be sent to you.

6.2. In crypto-currency

The list of accepted crypto-currencies is specified on the documentation provided by IBEx. Any crypto-currency used by the buyer outside this list will be permanently lost.

The payment address will be communicated through the official communication channels of the issuer. Any other address used by the buyer will result in an irretrievable loss of his investment and will not be eligible for a refund.

6.3. IBXE

By accepting these terms and conditions, the buyer consents to the use of the IBXE token issued by INBLOCKS UAB which allows him/her to instantly convert his/her contribution in EUR into **LIBER-T issued by SMART LIBER SAS**.

ARTICLE 7 - MANAGEMENT OF FUNDS RAISED

7.1. Payment of the funds to SMART LIBER SAS

INBLOCKS UAB will allow SMART LIBER SAS, the issuer of the LIBER-T, to collect the proceeds of the sale, in accordance with the conditions of the simplified information notice brought to its attention before the validation of the purchase, by exchanging the IBXE brought to it by the buyer following the conversion of his payment made in crypto-supported or EUR (credit card or bank transfer).

The subscription to the fundraising is done exclusively through the IBEX platform on its Launchpad service. Any payment made by the buyer through third party services will not be accepted and neither the issuer SMART LIBER SAS nor INBLOCKS can be held responsible for any attempts at deception that may be made during this operation.

The address receiving the crypto transfers is to be defined on 24/02/2023.

7.2. Exchange rate

The conversion of the subscribed funds into crypto-currency will be done at the exchange rate upon receipt of the settlement transaction on the level 1 blockchain. The exchange rate between the crypto-currency used as a means of payment and the crypto-currency acquired in the present transaction is deemed accepted by the buyer who initiates his transaction.

ARTICLE 8 – PERSONAL DATA

The purpose of the data collection as part of the KYC procedure is to enable the Subscriber to subscribe to the Initial Coin Offering and to comply with French and

European legal and regulatory obligations, in particular the fight against money laundering and terrorist financing.

Notwithstanding the transmission of this data to partners for the realization of this type of operation, SMART LIBER commits to keeping the subscriber's data strictly confidential. The subscriber may ask SMART LIBER to confirm the existence of a contractual relationship between SMART LIBER and an identified service provider or subcontractor. In the fortuitous case of loss or theft of this data, SMART LIBER will inform the subscriber directly. In accordance with the French Data Protection Act (Loi Informatique et Libertés) and the General Data Protection Regulation (RGPD), the subscriber has the right to access, rectify, delete and limit the processing of his or her data. The subscriber has a right of portability and must contact SMART LIBER by email president@smartliber.com. The subscriber also has the right to file a complaint with the French National Commission for Data Processing and Liberties (CNIL).

ARTICLE 9 – RISKS INHERENT TO FUNDRAISING AND THE PURCHASE OF CRYPTO-ASSETS

1. Risk of capital loss

The success of the LIBER-T project depends on the success of the SMART LIBER SAS company's plan as presented in the simplified information notice, as well as its adaptation to the vagaries of business life. SMART LIBER SAS was created in 2019 and its market is not yet confirmed. **A total loss of the capital invested by the buyer is therefore possible** and the buyer is fully aware of this at the time of his investment.

2. Risk of loss of access to a LIBER-T due to a loss of identification information

The buyer's LIBER-T can be associated with an account on the platform until it is distributed to the buyer. The account can only be accessed on the platform with credentials issued to the buyer. Loss of this credentials will result in the loss of the LIBER-T. Good practice dictates that buyers securely store their credentials in one or more geographically separated backup locations.

3. Risks associated with the Binance Smart Chain protocol

LIBER-T are based on public blockchain protocols. As such, any malfunction, unanticipated function, or unexpected operation of the BSC protocol may induce the LIBER-T to malfunction or operate in an unexpected or unanticipated manner. BNB, the native unit of account of the BSC protocol can itself lose value independently of LIBER-T.

4. Risks associated with buyer's identification information

Any third party gaining access to the buyer's credentials or private keys may be able to dispose of the buyer's LIBER-T. To minimize this risk, Buyer should protect against unauthorized access to its electronic devices.

5. Legal Risks

The sale is organized in consideration of the European law applicable at the time of the offer. The use of the LIBER-T may be impacted by the passing of restrictive laws, the publication of restrictive or negative notices, injunctions by national regulators, investigations or regulatory actions, including but not limited to restrictions on the use or possession of digital tokens such as the LIBER-T, which may prevent or limit the development of LIBER-T.

Given the lack of qualification of crypto-assets in most countries, each purchaser is strongly encouraged to perform a legal and tax analysis related to the acquisition and holding of LIBER-T based on their nationality and place of residence.

6. Risk of alternative, unofficial LIBER-T network

Alternative networks may be established, using the same open source code and open source protocol underlying the LIBER-T network. The official LIBER-T network may compete with these unofficial networks based on LIBER-T tokens, which could have a negative impact on the LIBER-T network and LIBER-T tokens.

However, SMART LIBER SAS will only use the LIBER-T of LIBER-T.ib.exchange

7. Risk of theft and piracy

Hackers or other malicious or criminal groups or organizations may attempt to interfere with the LIBER-T.ib.exchange platform or the availability of LIBER-T tokens in a number of ways, including but not limited to denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

8. Risk of security weaknesses in the core infrastructure software of the IBEx platform

The core software of the LIBER-T management platform is based on open source software. There is a risk that the INBLOCKS team operating the IBEx exchange or third parties may intentionally or unintentionally introduce weaknesses or bugs in the core infrastructure elements, interfering with the use of or causing the loss of LIBER-T tokens.

9. Risk of insufficient interest for SMART LIBER SAS services or distributed applications

It is possible that SMART LIBER SAS services are not used by a large number of customers - companies and other organizations - and that there is limited public interest in the creation and development of distributed applications.

Such a lack of interest could have an impact on the development of SMART LIBER SAS.

10. Risk of exploitable weakness or breakthrough in cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, may present risks to crypto-currencies and the LIBER-T management platform, which could result in theft or loss of LIBER-T.

11. Unanticipated Risks

Crypto assets and crypto tokens are a recent technology. In addition to the risks stated here, there are risks that the SMART LIBER team cannot foresee.

Risks can furthermore materialize as unforeseen combinations or variations of the risks stipulated above.

ARTICLE 10 – APPLICABLE LAW

The present conditions are subject to French law and any possible litigation will have to be brought before the jurisdictions of the Court of Appeal of Paris (75, France).

ANNEXE 1 - LISTE DES PAYS DE RÉSIDENCE AUTORISÉS

Allemagne	France	Netherlands
Andorra	Gibraltar	Poland
Austria	Greece	Portugal
Belgium	Hungary	Roumania
Bulgaria	Iceland	Slovakia
Croatia	Ireland	Slovenia
Cyprus	Italy	San Marino
Czech Republic	Liechtenstein	Sweden
Denmark	Lithuania	Switzerland
Spain	Luxembourg	United Kingdom
Estonia	Malta	Vatican City
Finland	Norway	

ANNEXE 2 - LIST OF EXCLUDED NATIONALITIES

Afghanistan	Albania	Bahamas
Barbados	Belarus	Cambodia
Canada	Korea, North	Cuba
United States	Ethiopia	Fiji
Ghana	Guyana	Haiti
Cayman Islands	Mauritius	Virgin Islands, U.S.
Iran	Iraq	Jamaica
Jordan	Laos	Libya
Mali	Monaco	
Mongolia	Nicaragua	Oman
Uganda	Pakistan	Palau
Philippines	Puerto Rico	Russia
Samoa	Seychelles	South Sudan
Sri Lanka	Syria	Turkey

Trinidad and Tobago	Tunisia	Vanuatu
Yemen	Zimbabwe	