



Whitepaper

“Grab the bull by the balls”

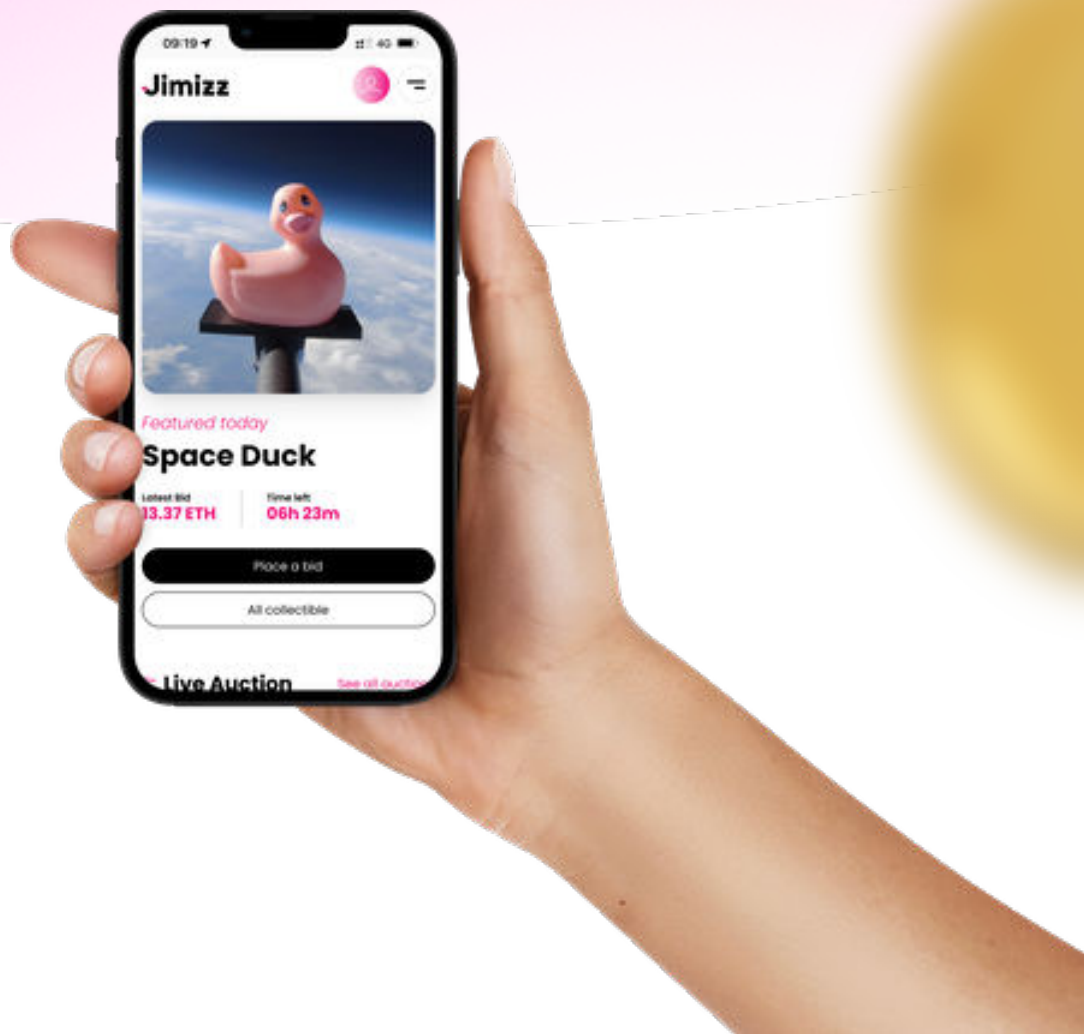


JIMIZZ.COM

25/01/2022

Jimizz

Jimizz is a cryptocurrency designed by France's leading adult entertainment provider to revolutionise the sector with new features that will benefit consumers, creators, and investors.



Policy statement

The goal of this information document is to illustrate how Jacquie & Michel plans to create a revolutionary cryptocurrency to bring together the only two elements that really matter in the pornography sector: **those who make it and those who watch it.**

For too long, middlemen have stood between content producers and consumers, siphoning off the work of creators to extract advertising revenue, charging exorbitant banking fees, pushing independent producers into ever more precarious financial positions, and censoring them in order to appease the conservative lobbies that advocate the abolition of pornography.

For 150 years, from the invention of photography to virtual reality, the porn industry has been quick to embrace new technologies in order to offer an ever-improving experience to its consumers. **Today, blockchain technology can solve all the problems that plague the market.**

From pseudonyms and access by minors to fair pay for creators and cutting out the middleman, Jimizz is a viable solution to the persistent problems faced by the sector, all thanks to the wide range of advantages and uses detailed in this whitepaper. **But we're looking even further into the future here...**

By imagining more enjoyable, ethical, practical, and legitimate ways to consume porn, Jimizz is here to finance a revolution, for the benefit of creators and consumers, to shake up an entire industry, and to drive it into a new era.

TS&CS

INTRODUCING THE COIN PROPOSAL – GENERAL CONDITIONS OF SUBSCRIPTION

1. WHAT IS THE PURPOSE OF THESE GENERAL TERMS AND CONDITIONS?

- a. The General Terms and Conditions represent a set of rules to be respected by those who wish to acquire and use Jimizz. They govern the use of the XXX website, the only site authorised for the sale of Jimizz through its ICO, and define ownership and use.
- b. To be eligible for participation in the ICO, you must therefore read and accept them.
- c. If you accept them, you are entering into an electronic contract (see below) with the ABC company (a company subject to French law, registered with the trade and companies register of the Commercial Court of Paris under number 839 938 669, with its head office is located at 18 rue Pasquier 75008, Paris) as well as with subsidiaries and affiliates constituting the Jacquie & Michel group.
- d. The present general terms and conditions are subject to French law.

2. WHO IS ABC?

- a. ABC is a company specialised in the publishing and management of web platforms.
- b. ABC is part of the Ares Group.
- c. Ares is the owner of the Jacquie & Michel brand, which, since 1999, has progressively become the leader of the porn industry in France, going from a simple internet page for sharing holiday photos to a conglomerate of companies including dozens of sites, studios, magazines, a television channel, a high-end label, an online shop, physical stores, and so on.
- d. ABC is not a financial institution and does not provide investment services, including investment advice or any other authorised financial service.

3. WHAT IS 'JIMIZZ'?

- a. Jimizz (or JMZ for short) is a 'Token'.
- b. A Token is an intangible credit that all ICO Subscribers will receive. With these Tokens, you will be able to access existing or future services or products developed in the Jacquie & Michel sphere ('Associated Services', see below.)
- c. There are several types of Token, and the way in which each is defined is important, particularly from a legal point of view (tax issues, for example).
- d. According to article L 56-1 of the French Financial Code, a Jimizz is a 'utility' Token; i.e. it has no financial value and is thus to be used similarly to a voucher.

See more

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Disclaimer

This information document was written and published by ABC, a one-person simplified joint stock company, registered in the Paris Trade & Companies Register under no. 839 938 669, with its registered office at 18 rue Pasquier 75008 Paris. ABC is part of the ARES group, which owns and operates the JACQUIE & MICHEL brand.

This information document has been published in view of ABC's public token launch, also known as an Initial Coin Offering or ICO, as defined by Article L. 552-3 of the French Monetary and Financial Code. The ICO consists of offering investors the opportunity to subscribe to Jimizz, which is abbreviated to JMZ.

As ABC is a company incorporated under French law, this public offering of tokens is subject to said law and is intended for individuals or legal entities.

The terms and conditions of the ICO and the rights and obligations associated with Jimizz are described in this information document and in the General Terms and Conditions of Use on the ICO website.

JMZ tokens are utility tokens, meaning they grant their holders the right to use the products and services of the JACQUIE & MICHEL brand. JMZs do not constitute financial elements as they are understood in Article L. 211-1 of the French Monetary and Financial Code, and they do not confer any rights other than those described in this information document.

Accordingly, this information document does not constitute an investment solicitation or a prospectus according to the stipulations of EU Regulation 2017/1129 of 14 June 2017, as supplemented by EU Regulations 2019/079 and 2019/980 of 14 March 2019. Nor does it constitute an offer of transferable securities or a solicitation to invest in transferable securities in any jurisdiction.

This information document does not constitute a personalised solicitation or canvassing of the public. Its sole purpose is to provide potential investors with clear, transparent, and exhaustive information on the public offering of tokens proposed by the ABC company, and on the rights that owning JMZ will give them in the JACQUIE & MICHEL sphere.

The reader is reminded that the investment in a public offering of tokens involves risks of partial or total loss of the investment. No guarantee is given as to the liquidity of the tokens acquired during the offering, the existence of a secondary market for these tokens, the value of the tokens acquired during the offering, and the equivalent value of these tokens in any currency.

It is therefore up to potential investors to make their investment decision based on the information provided and known risks involved in the transaction. Potential investors remain solely responsible for their investment decision.

The legal and tax framework relating to this public offering of tokens is described at the end of this information document. Potential investors are urged to refer to this section for the legal and tax regimes applicable to the transaction and to JMZ, it being specified that the regulatory framework applicable to the offer and the tokens, as well as the tax regime applicable to the holding of the tokens, are not yet defined in certain jurisdictions and may be prohibited in certain States.

In the case of one or more inconsistencies between the French and English versions of this information document, the French version shall prevail.

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Porn in figures

“The internet is for porn”



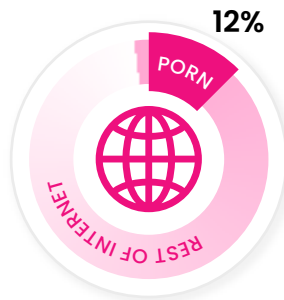
Trekkie Monster
Avenue Q, Musical from Broadway

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Jimizz

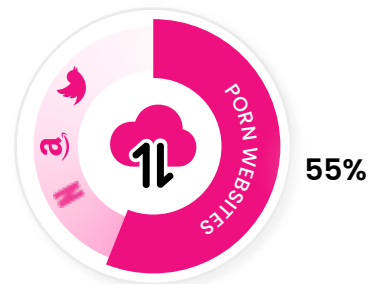
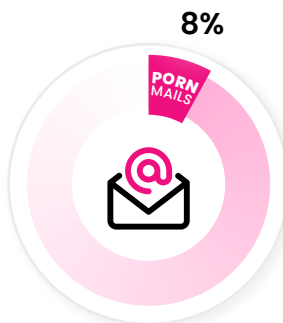
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The global traffic of porn sites competes with that of Big Tech, and emails with adult content are sent daily in their billions.



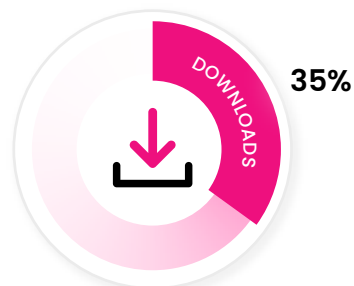
**Porn represents
12% of the internet**

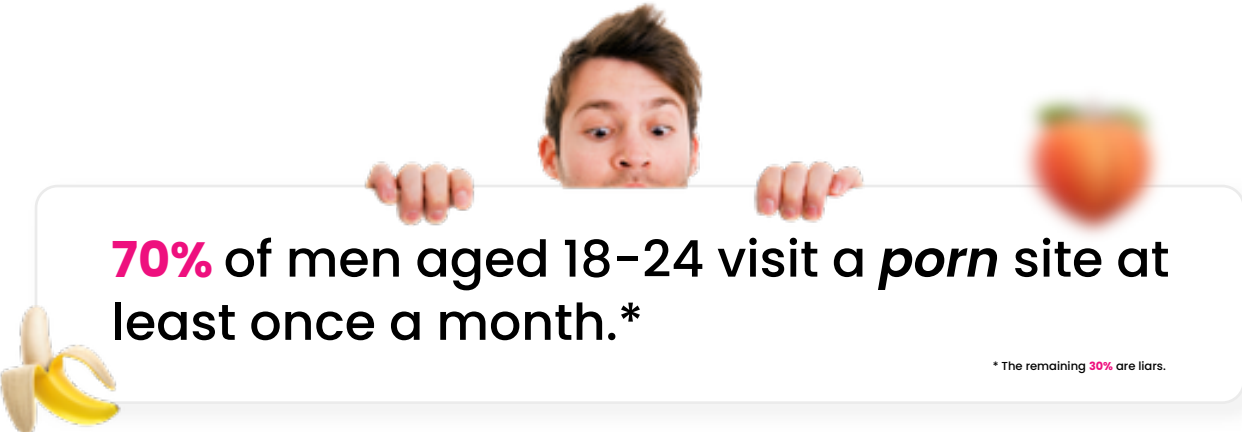
Porn sites have more monthly traffic than **Netflix**, **Amazon** and **Twitter** combined.



2,5 billion emails sent per day are porn-related, which is **8%** of the daily total.

35% of content downloaded from the internet is **porn**.





70% of men aged 18-24 visit a ***porn*** site at least once a month.*

* The remaining 30% are liars.

You have probably seen more vaginas and penises than all your ancestors combined.



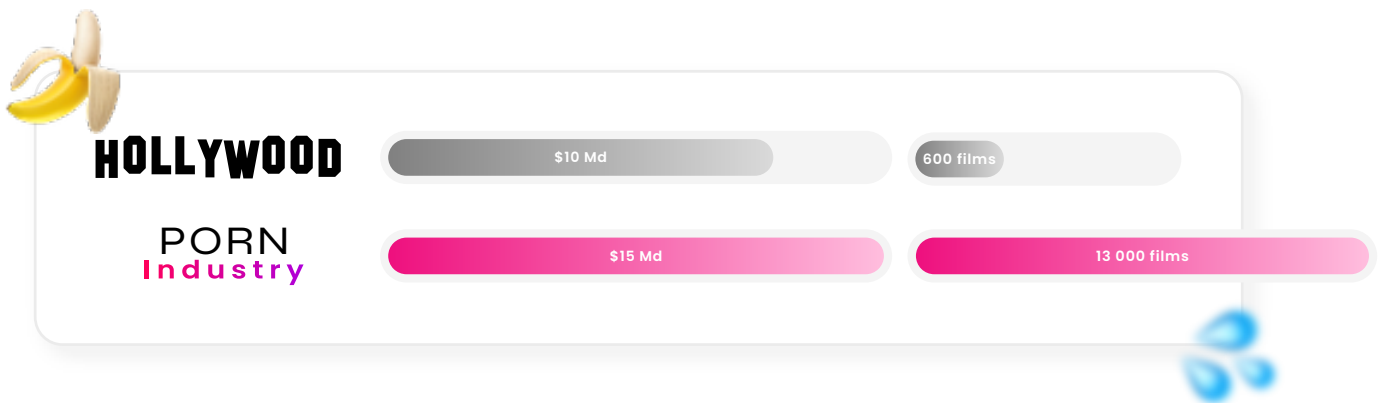
33%

of porn consumers are women, but only 2% of them pay a subscription.

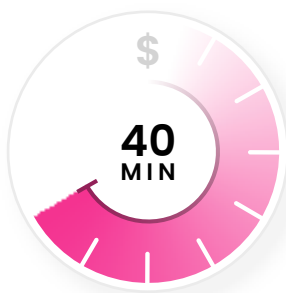
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The porn industry produces **20 times more films than Hollywood**, and not an hour goes by without a porn film being produced. This figure only counts the official studios and not the content produced by independent producers on *passion economy platforms*.



Every second, several thousand dollars are spent on porn. This figure is constantly increasing as consumers gradually adapt to consuming paid content.



One *adult film* is produced every **40 minutes.**



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Some of the world's most prestigious sports leagues, such as the **NFL**, whose playoffs keep nearly 100 million Americans glued to their screens, or the **NBA**, bring in 33% less revenue than porn.

OnlyFans alone generates half the revenue of the **Premier League**, the richest and most watched football league in the world.

Jimizz

Porn & Progress

“It seems so obvious: If we invent a machine, the first thing we are going to do—after making a profit—is use it to watch porn.”



Damon Brown
Author of *Playboy's Greatest Covers*

Z

1840

The Daguerreotype

No sooner had the camera's ancestor been invented than pornographic images were being exchanged under the table.



1895

The invention of cinema

11 months later, the first pornographic film in human history was produced and broadcasted.



1922

Pathé launches the Pathé-Baby

This mini-projector made it possible to project films at home. In France, sales of X-rated films by mail order developed immediately.



1975

Sony releases Betamax

A tape for the general public. Its competitor JVC launched the VHS a year later. In 1978, JVC made a hit with Debbie Does Dallas, which sold 50,000 copies. Sony refuses to market porn, hastening the failure of its product.



4 NOV
1984

Launch of Canal +

France's first paid TV channel. In August 1985, the encrypted channel broadcasted Exhibition, the first X-rated film in the history of French television.



4 OCT
1985

Deflowering the Internet

With just over a thousand computers connected worldwide, the first pornographic photo in the history of the Internet was posted, a nude shot of Madonna from a Playboy series.



1999

At the dawn of the year 2000

Google has not yet left its Californian garage, Amazon is not yet making a profit, and France Telecom still believes that the Minitel is forever.

The Jacquie & Michel website is launched.

J&M

Jimizz

J&M

Jacquie & Michel

“ON DIT MERCI QUI ?”

z

1999

The beginnings

When Michel launched his site in 1999, less than 6% of French people had access to an Internet connection. As a schoolteacher, he took advantage of a training course paid for by the state to familiarise himself with this revolutionary tool, and he initially thought about using his new skills to create a page for pupils' parents.

The accidental publication of a photo of a friend named Jacquie, naked on a diving board, would hinder his initial plans and lead, some twenty years later, to a porn empire generating tens of millions of euros per year, with thirty sites, two magazines distributed in newsstands, a high-end production label boasting international awards, a TV channel, an online store, 13 shops all over France, branches in Budapest, Barcelona, and Rotterdam, studios, a beer, and even a video game.

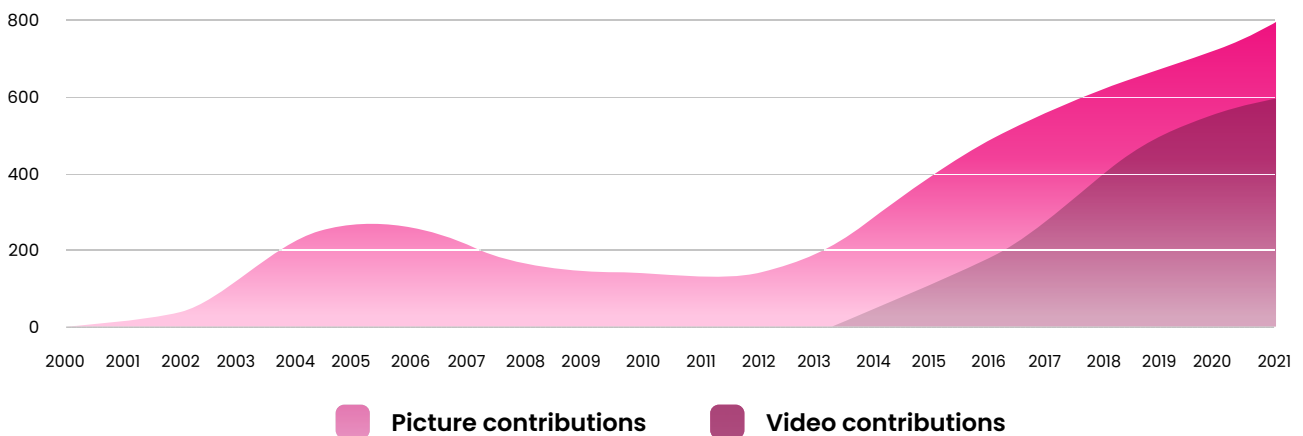


High standards and free of charge

From the outset, he decided that his sexy photo sharing site would be free, unlike those of his competitors, who charged by the minute. **In the era of the 56k modem**, when simply displaying a 1Mb photo took up to a minute, this would represent a deciding factor for an Internet user.

He was uncompromisingly demanding when it came to the quality of the content posted online. No poor-quality photos or repetition: he even asked contributors to retake them if the result was not to his liking. This requirement and free service are still in place today on the site, which publishes around **1,400 photos and videos per month**. Although a team of moderators now work daily to process the content sent by members, Michel always keeps an eye on his baby, and it's not unusual for the team to receive an email from him about an awkward looking image, or a spelling mistake in a video description!

Number of contributions per month



2004

« On dit merci qui ? »

Spurred on by the site's growing success, Michel left the education system in 2004 and trademarked the J&M brand along the way. **The Jacquie & Michel company had hit a milestone.** The development of the project would lead to the creation of a company and the setting up of a team dedicated to running the site. Between 2004 and 2007, the flow of contributions posted on J&M.net increased by more than 50%. ADSL arrived in French homes, the site's long-standing fans joined new users, and Jacquie & Michel's community spirit went from strength to strength.

2007

Jacquie et Michel TV was created in 2007 as the group's first VOD site, and it is still the most frequented, with **10 million unique visitors per month.** It offers viewers a catalogue of several thousand amateur video. Then came the creation of Jacquie & Michel TV 2, with 1.9 million unique visitors per month.

2011

In 2011, the cult phrase '**On dit merci qui ?**' was uttered for the first time in a video and would quickly become the brand's slogan; so well known that it would even go on to be adopted by telecoms giant Free.



2015

Exponential growth

The 2010s saw the brand's growth accelerate in all directions. The **J&M Élite** studio was founded in 2015, with the ambition of producing big-budget films featuring French and international stars. Six years later, J&M Élite was voted best European studio at the Xbiz awards, 2 years after receiving the award for best film for **'La Casa de Michel'**.



Media organisations

In 2015, J&M launched « **La Voix du X** », an online magazine reporting the latest in porn news. Featuring some of the biggest names in French porn journalism, such as Pierre des Esseintes, former editor-in-chief of Union, the magazine is aimed at both professionals and fans and brings in over **200k visitors per month**.

LA VOIX DU X

2016

In 2016, **J&M Mag** was distributed for the first time in newsstands and **sold 30,000 copies**. In addition, J&M acquired **Hot Vidéo**, France's leading porn magazine since 1989 and instigator of the Hot d'Or ceremony, with an estimated turnover of **4 million euros**.



2019

In 2019, another big name falls into the brand's lap: **Colmax TV**. Founded in 1983, it is one of the oldest X-rated film production companies in France, which was long fronted by famous French star Katsuni.

COLMAX

2020

Television channels

With the acquisition of Colmax, the group obtained a TV channel present on the biggest cable packages in the country. This was followed by a second channel **on 23 June 2020 when Canal+ welcomed J&M TV to its offer**. From midnight to 5am, the channel explores X-rated content in all its forms, with previews of releases from Élite, reports on the underbelly of the industry, making-of documentaries, interviews, and, of course, an array of sought-after amateur videos.



The shops

In addition to an online store that sells erotic wares and goodies that fans of the brand love, **J&M has opened 13 physical shops** throughout France since 2015, including two in Paris and the latest one on Reunion island. These bright, chic, and elegant stores are the epitome of modernity, in complete contrast with the dusty, sleazy image of the traditional sex shop.



But wait, there's more!

J&M has emerged from the porn world as a global cultural phenomenon whose name is known by the vast majority of French people.



Norman Thavaud
7 M d'abonnés

J'ai accepté un rôle dans une web série là, je sais pas trop ce que ça vaut ça s'appelle Jacquie et Michel, on verra bien !

9:09 PM - August 21, 2013

The Jacquie & Michel becomes the sponsor of a rugby club

Golem13

Seth Gueko makes his promo at J&M !

Jan 25, 2019

Seth Gueko
340k subscribers



A very "hot" sponsor for Full Motorsport

March 3, 2020

Auto Hebdo

The "Jacquie et [...]" burger in Belgium

Jan. 16, 2015

DH Les Sports

Before "The Voice", The Vivi had worked for... "Jacquie et Michel"

Feb. 21, 2021

Le Parisien



I shoot with Jacquie et Michel !

7,028,642 views - Jul 20, 2018

Tibo InShape
8.28 M subscribers

Nagui tries a daring joke on Jacquie et Michel in « Tout le monde veut prendre sa place »

7,028,642 views - Jul 20, 2018

Télé-Loisirs

In the space of twenty years, a free HTML porn page has become the number-one adult site in France and employs dozens of people in fields as varied as software engineering, SEO expertise, web copywriting, event management, marketing, graphic design, production, video directing and editing, and social media management.



25 MILLIONS

unique visitors per month

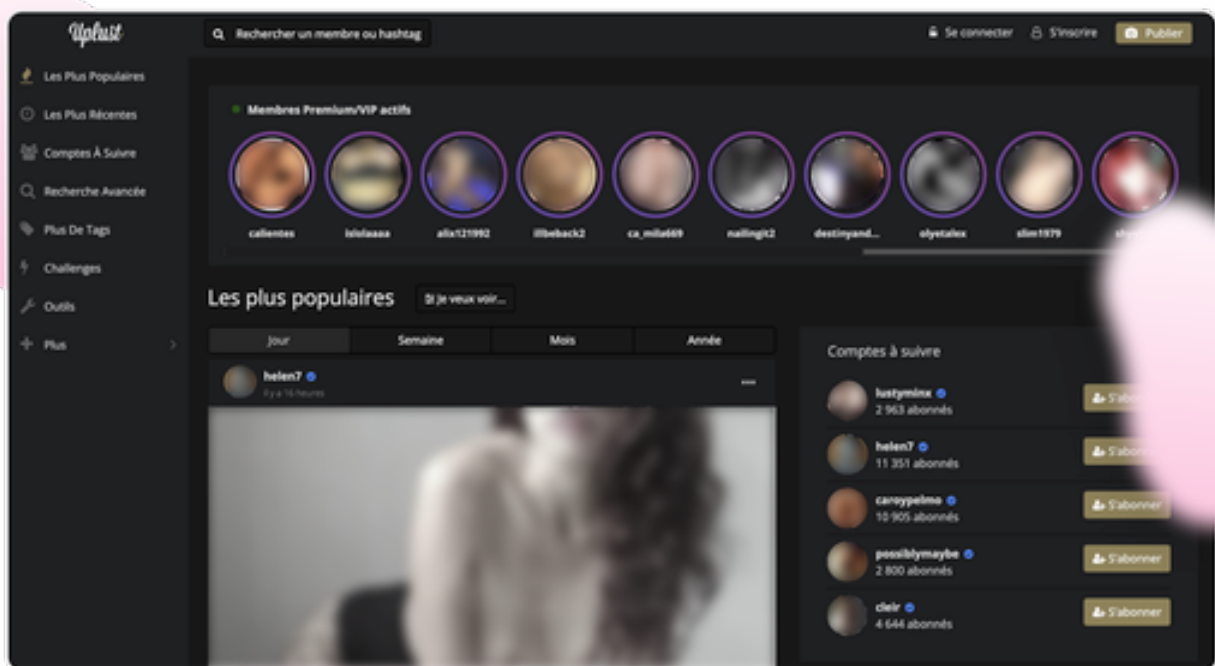
(On the J&M ecosystem)

It closely guards the authentic image that made its success but never denies innovation, which is embedded in its DNA, and the brand is now looking into neural networks and machine learning, possesses resilient infrastructure technologies, a continuous integration system, and much more...

Going international and beyond

Above all, J&M has no intention on stopping there. The brand is doing everything it can to export itself outside France and continue its international growth by following a three-part strategy:

- *Setting up teams in high-potential locations such as Barcelona, Budapest, and Rotterdam.*
- *Launching sites for international customers such as Pornudeo and TYJAM.*
- *Horizontally integrating companies with a strong foreign presence, such as the November 2021 acquisition of the Uplust platform, an Instagram-style sex platform that is well established in South America.*



However, the current state of the **porn economy, threatened by the increasingly pervasive influence of the banking sector**, weakened by unfair competition from free tubes, and reluctant to offer effective solutions to combat underage access, is now at a crossroads and must adapt to survive, as it always has done.

As long as these companies are subject to a centralised technical infrastructure influenced by conservative lobbies, **they will be forced to act as tenants and live in daily fear of eviction.**

As long as the tubes trample copyright by siphoning content from creators without payment and harvesting data from their visitors, **this destructive business model will continue to stifle an entire industry.**

As long as age verification on porn sites is limited to a simple disclaimer and rigorous moderation procedures are not applied to uploaded content, **minors will continue to access these sites and sometimes even end up on camera.**

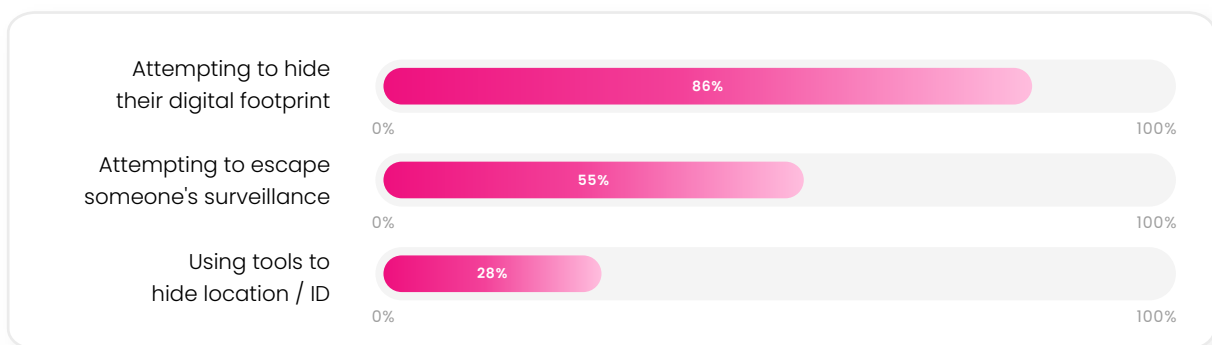


93%
of adult sites resell their
users' data to third parties.

Pseudonymity

First, we have the tricky question of confidentiality for pornography consumers. It is obviously not a question of having free rein to watch or post illegal content online, but rather of being able to indulge in our pleasures without fearing reprisals from the bank or a partner.

How many Americans have tried to use the Internet anonymously in 2020?



The blockchain allows this pseudonymity while ensuring a legal framework via KYC. The user is free to consume pornography in complete privacy.

“Bitcoin would be convenient for people who don’t have a credit card or don’t want to use the cards they have, either don’t want the spouse to see it on the bill or don’t trust giving their number to ‘porn guys’, or afraid of recurring billing.”



Satoshi Nakamoto
Founder of Bitcoin

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The bank's Cut

*“The banking world as a de facto regulator
of the pornography industry”*



Le Monde, August 24, 2021

Z

How many entrepreneurs are unable to develop in the adult industry, a perfectly legal sector, because banks simply refuse to open an account for them, whereas they agree to do so for tobacco companies or arms dealers?

How many independent operators have had their bank accounts closed overnight, with the banks justifying this action as a result of the 'dubious origin' of funds received?

How many platforms have to blindly follow the innumerable and inane rules laid down by payment service providers like Visa and Mastercard, at the risk of being blacklisted?

With extortionate commissions, pervasive censorship, and the economic endangerment of sex workers, the porn world needs to break free from the suffocating grip of the banks in the interest of consumers, creators, and the industry itself.



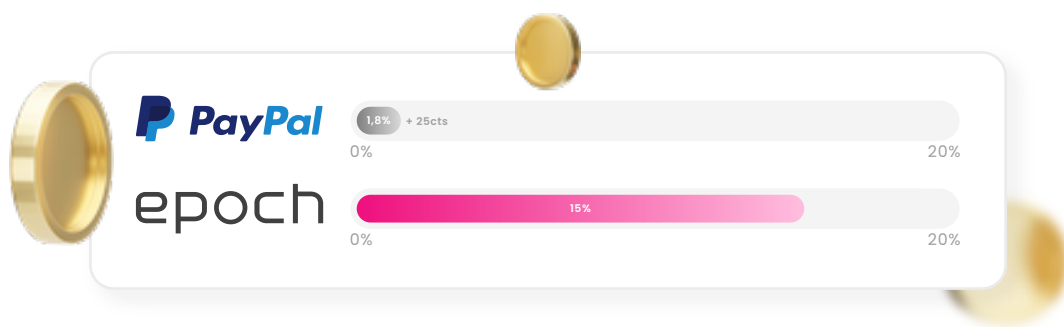
Visa and Mastercard hold 90% of the US credit card market

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American Express has been refusing pornography-related transactions since 2000, Paypal since 2003, and now even neobanks like **Revolut** and **Quonto** are following suit.

Paypal takes **1.8% + 25cts per transaction** for mainstream sites with a turnover of more than 10,000 euros per month, while the 'high-risk' payment processor **Epoch** demands a non-negotiable 15% from X-rated sites.



On average, these 'high-risk' processors such as **CCBill**, **Verotel**, and **SecurionPay** charge a commission **three-to-ten times higher than mainstream rates**. In addition, CCBill charges its 'high-risk' customers **\$1000 per year**.

Some creators estimate that between **13 and 19% of the price of a video goes to the banks**. Getting rid of these fees would drastically lower the price of videos while ensuring fairer pay for creators.

“Bitcoin will do to banks what email did to the postal industry.”



Rick Falkvinge
Founder of the Swedish Pirate Party

Pornhub, OnlyFans and AVN against the banks



Pornhub

2020

Mastercard and Visa suspend payments to Pornhub. While this decision is justified by the company's laxity when it comes to video moderation, it pushes thousands of sex workers into precarious situations; for them, working on the tenth most visited site on the Internet is more a necessity than a choice. Pornhub's solution to keep its members paying their subscriptions?

Add 11 cryptocurrencies as payment methods.



OnlyFans

2021

In August, Onlyfans announced that it would ban all pornographic content from October onwards, an incomprehensible choice given that the pioneering platform of the passion economy owes its success to erotic and pornographic models. The decision was finally cancelled a few days later, after bitter negotiations, but the imbroglio proves one thing: the precariousness in front of the banks of a company that nevertheless made 2 billion dollars in turnover in 2020.



AVN

2021

On December 1, 2021, the AVN Stars platform announced that it will no longer monetize its creators' content starting in January 2022. In the words of CEO Tony Rios, the cause of this sudden stop is the banking discrimination suffered by what is nevertheless a heavyweight of the American X industry. Already heavily affected by the precariousness of their profession, the models are once again caught at the throat by the banking industry.

*“The change in policy, we had no choice
— the short answer is banks.”*



Timothy Stokely
Owner of Onlyfans

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The creator's Cut



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Banks aren't the only ones to take a cut from creators. **A site like Manyvids.com takes 40% of the amount paid by a consumer for the purchase of a video or a subscription.** Most cam sites take between **30 and 50% of the creators' earnings**, and the leader of the passion economy, OnlyFans, takes 20%.

We are therefore witnessing a vicious circle where the greed of banks and intermediaries increases the price of content for the consumer, yet the main creator of this content, without whom nothing would be possible, is no better off financially.

This unequal sharing of revenue can also turn into intentional economic insecurity, as **in 2014 when JP Morgan closed the bank accounts of hundreds of porn actors and actresses overnight.**

Without them, the industry isn't possible; so, content creators themselves are the big losers of the porn industry, forced to share their income with numerous middlemen.



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To address these underlying problems and give new momentum to the industry, there's only one viable alternative: **cryptocurrency**.

The introduction of a token that is no longer merely speculative but rooted in a real economy, supported by an industry leader with millions of customers who are only too happy to be converted to this new way of consuming online porn.

In the interests of consumers, creators, the protection of minors, and the adult world as a whole: **there is only one solution: vive la revolution!**



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Jimizz Features



Z

Creating a cryptocurrency is easy.

Making it meaningful and getting people to use it is the real challenge.

There have been many cryptocurrencies in the porn world that have made it their clear intention to shake up the business without having the products to back them up. With such a lack of practicality, the results speak for themselves.



SPANK porn token price

Jacque & Michel, with more than **10,000 exclusive videos**, already has a rich world, ready to welcome Jimizz with open arms.

In conjunction with its VOD sites, the brand can count on a network of several thousand independent producers ready to adopt the Jimizz as a means of payment.

In addition to these usage opportunities on the group's sites, Jacque & Michel will be arming itself with a range of features to extend the possible uses of its token.

X-savings

JMZ owners will have the opportunity to earn interest by placing their tokens in a porn savings account. The X-savings account will be a smart contract rolled out on the blockchain.

When tokens are deposited in an X-savings account, interest will be generated as time goes by.

Based on the principles of Staking, the X-savings account allows Jimizz to take its place in the growing DeFi (decentralised finance) world.

Monthly rewards =

< total rewards to be distributed > * < tokens deposited in x-savings > / < total deposits in x-savings >

$$MR = TR * TS / TD$$

The interest rate evolves and is constantly being re-evaluated. It depends directly on the total volume of tokens placed in X-savings.

Users can collect their rewards (in full) or their funds whenever they wish. **The funds allocated to feed the interest of the X-savings account are drawn from the 10% of tokens allocated to rewards.** Once the JMZ community is in place, funding can be provided through service fees.



Club 69

As the ambition of Jimizz is to provide a popular and accessible currency, a premium status entitling members to special benefits will be set up and known as Club 69.

More specifically, **69 NFTs will be progressively made available at the launch of the NFT MarketPlace.** These tokens will be the key to receiving a percentage of all service purchases in JMZ on the J&M platform, enjoying unlimited access to all our sites, and, more generally, benefitting from a multitude of advantages linked to the use of the currency.

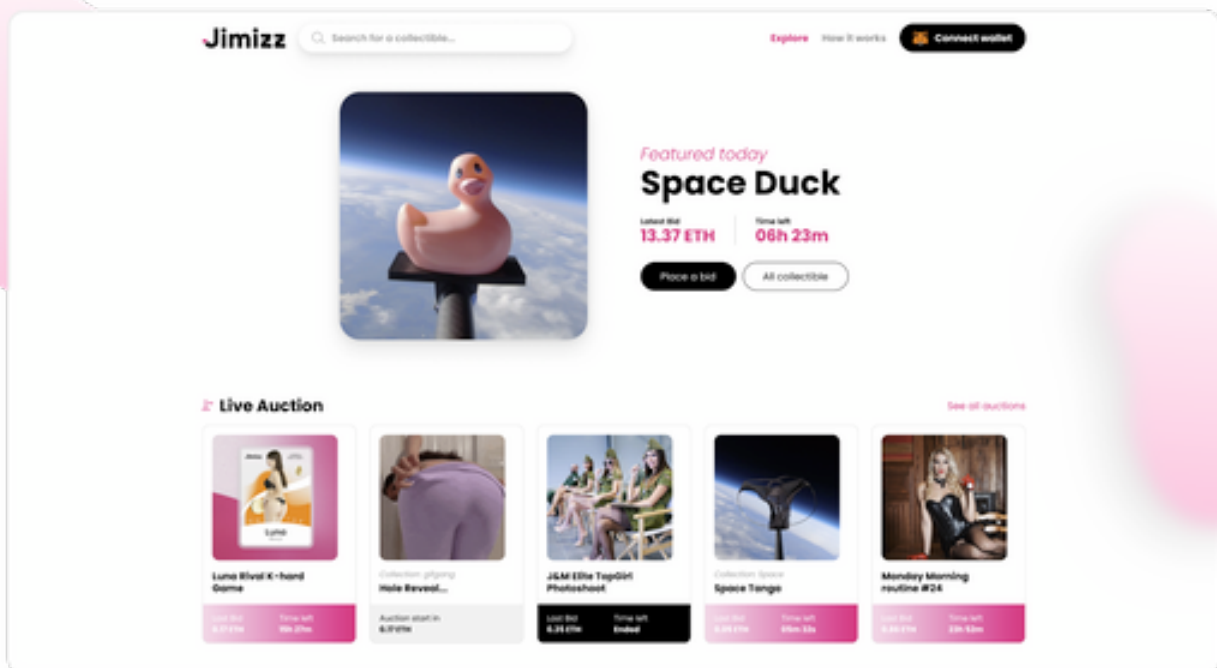


NFT MarketPlace

Once the ICO is successful, **J&M will launch an innovative NFT MarketPlace**. To get things off on the right foot, exclusive content will be offered for sale immediately. And what could be more exclusive than items that have been to space?

As time goes on, new items will be added. **Exclusive videos of our actresses, props, and underwear used on our shoots, the greatest covers of Hot Video magazine signed by the cover girls themselves, the very first J&M video, Hot d'Or statuettes, unlimited lifetime access to our videos, and many other surprises!**

In V2, which will replace the first version very quickly, creators will be able to propose their own content, and we will launch the **Khard Game**, a card game that combines the NFT breeding system and gamification, so consumers can shape their own content by acquiring cards.



Khard Game

Trading cards are all the rage at the moment. Pokémon unboxings have taken over Youtube, and SoRare has just raised a record-breaking €600 million in FrenchTech funding.

In partnership with Swame, we've conceived a game that is as fun as it is addictive in order to create a dynamic market while paying the performers fairly.

Each performer will have their own card. There will also be location cards, action cards, sex positions, sex toys, costumes, and so on.

By combining a performer card with additional cards, the consumer will be able to tailor the content of their choice and acquire it from the model. Of course, the model will establish the acts they are willing to perform in advance, and combinations will only be possible according to these choices.

Consumers can buy cards to use but also take a chance on up-and-coming performer cards or desired actions. This breeding system is currently very popular in the NFT community, and the gamification aspect for the user should ensure the success of this feature.



Cum-unity

Modelled on participatory funding sites, this feature of the JMZ sphere will allow creators to propose projects and ask the community to fund them.

For example, a young filmmaker with good ideas but no business contacts could ask the community to finance one of their videos and set up incentive tiers. A producer could also finance the purchase of equipment through this method, thus providing better and better content for their fans.

JMZ owners will be able to support creators they like, become producers, and make a profit on their investments depending on the method of payment chosen by the director.

The most popular content among the community will be purchased by J&M and made available on the group's websites.



Holder Assembly

Creating a currency designed with its investors in mind means empowering them and ensuring that they have a sense of responsibility. The Jimizz therefore offers the possibility of taking an active part in decisions relating to the token.

For example, Jimizz owners will be able to **choose the charity** that will receive the funds collected from the sales of JMZ on the J&M ecosystem.

The Holder Assembly will also be applied to decisions that affect the editorial aspect of Jacquie & Michel's productions (theme of the next Élite film, cover of the next Hot Video, next Cum-Unity project highlighted, etc.).

The decisions submitted to leadership will never concern the economy of Jimizz, so as not to endanger the stability of the currency.



Metaverse

In the wake of Facebook's announcement of the launch of its Metaverse, the investment community has been scrambling to find the next virtual social environment to invest in.

According to a report by Bloomberg Intelligence, the sector could already be worth more than **\$800 billion a year by 2024**, with a strong annual growth rate. The crypto community has already seen the potential of projects involving the creation of a Metaverse. The value of the **Acrona cryptocurrency increased by 890% following Facebook's announcement on 28 October 2021 from \$0.096 on 28/10 to \$1.329 on 31/10**

Jacqueetmichel.net was launched in 1999 with the ambition of creating the first online community of sexually liberated members. Twenty years later, the Jimizz Metaverse will be the first virtual social world entirely dedicated to adult entertainment.

The idea is to create a fully connected virtual world dedicated to eroticism where everyone can indulge in their fantasies, have fun, and create content!

Imagine a city where you can walk around anonymously as the avatar you have created. **Visit strip clubs, buy virtual or real products in lovestores, meet other users, and much more...**

Imagine meeting your favourite performers for a chat in a café, and maybe inviting them back to your place, which you've customised with NFTs bought on the marketplace, for a live show, or a little more if you're up for it...

Imagine **virtual cinemas** showing films from J&M's catalogue, its partners, or exclusive previews of new content.

Imagine a **porn museum** that details the history of porn, with making-of documentaries and a section dedicated to raising awareness of the sector's issues.

Imagine the creation of virtual voting booths to empower the owners of JMZ through leadership.



Jimizz

Tokenomics



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Token features

Name:	Jimizz
Symbol:	JMZ
Decimals:	18

Bep20 Standard

Jimizz is a cryptocurrency, a token that will be created initially on the Binance Smart Chain (BSC) blockchain.

Born from a hard fork (a clone) of the Ethereum Go protocol, the Binance Smart Chain has many similarities with Ethereum. The compatibility of these two blockchains makes it very easy to deploy on one or both, as the smart contracts are identical on both blockchains.

The BSC community is growing day by day, and there are now more than 2 million addresses on this network.

Using a stacked proof-of-stake authority (PoSA) as a consensus mechanism, BSC offers lower fees and faster transactions than Ethereum. This gives it a distinct advantage, resulting in over 12 million daily transactions on BSC (according to YCHARTS).

The JMZ token is designed according to the bep20 standard (equivalent to ERC20 on the Ethereum blockchain). It is a fungible and programmable token. Spending and transfer conditions are defined upon its creation by a smart contract. This standard guarantees the compatibility of the token with all existing BSC wallets (metamask, trust wallet, etc.), and once purchased, the token can be secured on a hard wallet, such as ledger or trezor, for example.

Supply

JMZ is a non-mintable token, which means that it will never be possible to create additional ones when they are issued. The total and max supply is set at 8,000,000,000 JMZ (eight billion).

Max supply

Maximum possible number of existing tokens

Total supply

Number of existing tokens

Circulating supply

Number of tokens in circulation (excluding, for example, tokens that have been burnt or locked in wallets)

Burns can be organised to reduce the amount of JMZ in circulation. Reducing the circulating supply will generate deflation and thus support the token price.

Since tokens cannot be destroyed on the blockchain, a burn consists of sending tokens to an address that does not belong to anyone.

We generally send to address 0, called the Black Hole:

0x0000000000000000000000000000000000000000000000000000000000000000

Code audit

The ICO smart contract code has been successfully audited by **Crypto4All**, a pioneer company in the French blockchain industry, to ensure that it complies with security best practices. The same will be done for the BEP20 smart contract code of the future JMZ as well as all other smart contracts deployed thereafter.

Token allocation

Tokens will be allocated as follows:



Private sale	500 000 000	6,3%
Public sale	4 000 000 000	50%
Cash pools (PancakeSwap)	300 000 000	3,8%
Staking Rewards / X-savings	600 000 000	7,5%
Development	780 000 000	9,8%
Reserve	1 820 000 000	22,8%
Total	8 000 000 000	100%

Private sale

6.3% of the tokens will be reserved for the very first private investors. This sale will allow the raising of funds to finance the development of the project, and in particular the ICO. The vesting conditions are the same as for the public sale: 3-month period will apply from \$5,000, 6-month period will apply from \$10,000.

Public sale

50% of the tokens will be made available for purchase during an ICO (Initial Coin Offering), i.e. a public sale, for a limited time. This sale will ensure the raising of the funds necessary for the development of the project in the long term.

Liquidity pools

3.8% will be reserved for the creation of the liquidity pool in order to list the token on the decentralised exchange (DEX), Pancakeswap.

These tokens will be blocked in the Pancakeswap pool for a period of 12 to 36 months (specified in the Liquidity Provision section) in order to guarantee liquidity in the long term. Once unlocked, they will be transferred to the reserve.

Staking Rewards / X-savings

7.5% of the tokens are allocated to financing staking campaigns, possible Airdrops, or to X-savings. These tokens are therefore to be distributed over time to owners of JMZ in the form of interest or an Airdrop.

This reserve being limited, it will be used until the JMZ sphere allows the financing of these staking campaigns and X-savings in a sustainable way (by transaction fees on the sale of NFTs or the use of services in the Jacquie & Michel sphere, for example).

Development team

9.8% of the tokens will be allocated to the development team for the implementation of the ICO and the development of the Jimizz sphere described in this whitepaper. Please note that in order not to destabilise the JMZ price, the tokens allocated to the development team will be released progressively and automatically. This distribution will be governed by a Smart Contract, the role of which will be to release, each month and for 20 months, 5% of the total allocated to the development team.

Reserve

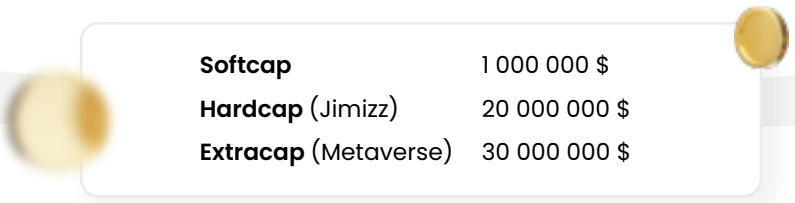
22.8% of the tokens will be placed in a reserve and made available if needed. They can be used, for example, to support the international development of the project, to make burns, to be injected into the JMZ sphere in the future, to finance a listing via centralised exchange (binance, for example), or to finance marketing campaigns...

Private and public sales (ICO)

4,500,000,000 JMZ will be made available in private and public sales.

Initial sales are expected to raise a maximum of \$30 million. A minimum of \$1 million must be raised to launch the project. If this amount is not reached, the funds will be returned to the investors.

The first \$20,000,000 will be used to develop the Jimizz sphere. An initial hard cap is therefore set at \$20,000,000. The funds collected beyond this hard cap will be entirely dedicated to the development of the Metaverse. This hard cap is therefore a minimum to be reached to kickstart the Metaverse project.



Softcap	1 000 000 \$
Hardcap (Jimizz)	20 000 000 \$
Extracap (Metaverse)	30 000 000 \$

Jimizz will be available for purchase exclusively in exchange for cryptocurrency.
Three BSC cryptocurrencies are to be accepted:

- **BUSD** (BEP20, stable coin indexed to the dollar)
- **USDT** (BEP20, stable coin indexed to the dollar)
- **BNB** (native token of the binance smart chain)

Private sale

500,000,000 tokens will be available for purchase by first-time investors, J&M's direct or professional circle, and J&M's partners

Public sale

The public sale will be organised over a period of 6 weeks.

4,000,000,000 tokens will be offered for sale, and three purchase options will be offered simultaneously with different prices and vesting (token unlocking period.)

	Option 1	Option 2	Option 3
Minimal amount	\$10 000	\$5 000	\$100
Maximum ceiling	\$300 000	\$150 000	-
Number of tokens	700 000 000	700 000 000	2 600 000 000
Vesting	6 months	3 months	-
Price	\$0,005	\$0,006	\$0,008

Referrals and bonuses

A referral system will be in place during the ICO. The sponsor and the sponsoree will each receive 1,000 JMZ after the first validated transaction of the sponsoree.

First come, first served

Another bonus will be distributed according to the total amount invested and the date of investment in order to better reward early investors.

The bonus rate will be defined by investment bracket

Total investment amount	>\$500	>\$5 000	>\$10 000
Bonus	4,00%	6,50%	10,00%

It will be applied proportionally to the date of investment during the ICO period according to the following calculation:

<Bonus> * (<no days left of ICO> / <n days total of ICO>).

The ICO will last 6 weeks, so the total number of days is set to 42.

For example, an **investor taking \$6,000 from Jimizz on day 10 of the ICO will receive a bonus of $6.5\% * (32 / 42) = 4.95\%$** , i.e. a bonus of **\$297** worth of Jimizz!

Vesting

Vesting is the process of locking and releasing the tokens after a given period.

Before the market launch, tokens will be sold privately to team members, advisors, partners, those who contributed to the development of the project, and by all participants who invested during the ICO.

- *Private sale buyers will get their tokens following the vesting rules of the public sale, depending on the amount of the investment.*
- *For option 1 investors, a vesting period of 6 months will apply.*
- *For option 2 investors, a 3-month vesting period will apply.*
- *Investors choosing option 3 will not have a vesting period. Tokens will be distributed a few weeks after the end of the ICO. The distribution of the tokens will take place before the first listing on Pancakeswap.*

The vesting period begins on the day of the public distribution of tokens to option 3 purchasers.

During the vesting period, the tokens will be deposited in the X-savings account upon its launch and will generate interest. This interest will be distributed with the tokens at the end of vesting.

Unsold Jimizz

If there are still unsold tokens at the end of the ICO:

- 50% will be burned.
- 50% will be used to finance the staking campaigns and X-savings. They will be distributed over time to the owners of JMZ.

Listing and liquidity pools

Creation of pools

Following the ICO, a listing on the decentralised exchange Pancakeswap will be made to launch the market. The JMZ/BUSD pair will be offered.

The price of a JMZ will be set at 0.01 BUSD at the time of the listing.

The listing on pancakeswap consists of the creation of a liquidity pool containing the two tokens (JMZ and BUSD) in the same quantity and in relative value.

The liquidity pools allow the token to be launched on the supply and demand market and make it possible for anyone to buy or sell JMZ.

Provision of liquidity

The initial funds in BUSD will come from the revenues of the ICO, up to 15% of the funds raised, and with a maximum value of \$3,000,000.

The initial JMZ funds will be sourced from the 3.8% allocated to this end. The amount required will depend on the amount of BUSD available following the ICO to meet the listing price.

Example:

If the ICO raises more than \$20,000,000, the maximum of 3,000,000 BUSD allocated to the pool will be reached, and the 3,000,000 BUSD will be injected into the liquidity pool in the following way.

Platform	PancakeSwap
Pairs	JMZ / BUSD
JMZ Volume	300 000 000 JMZ
BUSD volume	3 000 000 BUSD
Initial price	0,01 BUSD / JMZ

The funds injected into the pool upon creation will be blocked at 50% for one year, 25% for two years, and 25% for three years. They can be withdrawn at the end of this period.

Stacking drives

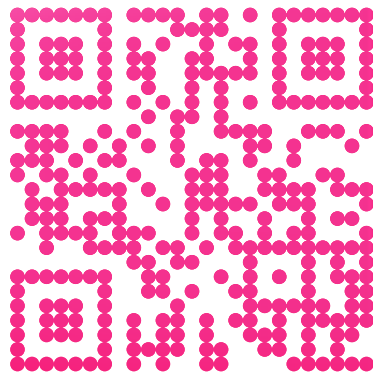
The total volume of liquidity in the pool directly influences the price variation following a transaction. The more liquidity in the pool, the less impact a transaction will have on the price (known as slippage, which is the impact of a transaction on the price of a cryptocurrency). Volatility therefore depends directly on the liquidity in the pool. It is thus important to have maximum liquidity in the pools.

To this end, stacking campaigns can be arranged, allowing people who have provided liquidity in the Pancakeswap JMZ/BUSD pool to earn interest (rewards) on JMZ. The point of this is to provide an incentive for JMZ holders to provide liquidity.

The liquidity initially blocked at the creation of the pools by the JMZ project team is not intended to earn interest and cannot be used in these campaigns.

Roadmap

We knew it when we launched this project and the last few weeks have only confirmed it: in the cryptocurrency world, months are weeks, weeks are days, and days are hours. Rather than a setting in stone a roadmap that will inevitably evolve, we prefer to operate with the flexibility and scalability of a roadmap on Jimizz.com. That way, we can tick off the stages reached and, if necessary, replace those that no longer seem relevant, either because of market developments or on the advice of our community.



[Jimizz.com/roadmap](https://jimizz.com/roadmap)



Jimizz

MY 18 PASS

*My18Pass is a reliable KYC solution already
tried and tested by our customers.*

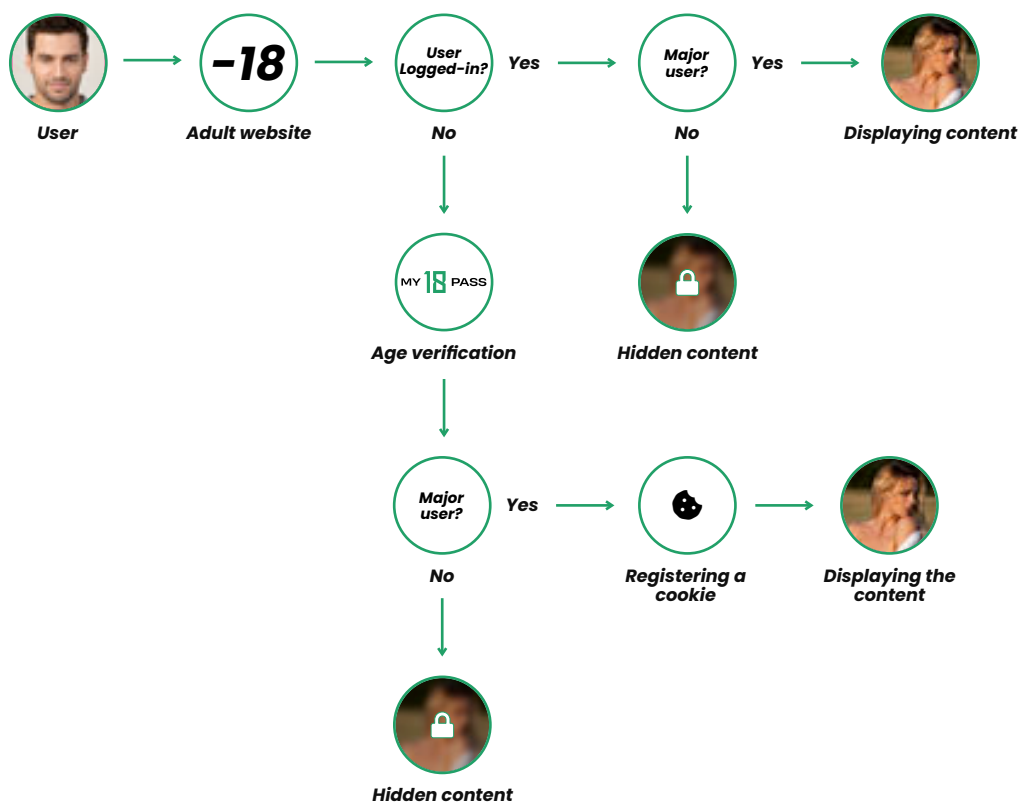


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Jimizz

Whitepaper

J&M has been liaising with the Ministry of Health since 2019 to discuss concrete solutions for preventing minors from viewing adult content. Less than a year after the first consultations, **the group's sites were the first in France to become completely childproof** thanks to the **My18Pass** solution, which is based on the **OpenID** protocol.





OpenID is a decentralised system that allows single authentication, either with a zero-euro transaction per credit card, or by presenting an identity document and a proof of identity via **AI**. In the event of a discrepancy, a human verification is carried out. Users can verify themselves for several sites without having to remember login details once they've proved their age.



71%
of respondents do not trust
porn sites with their data.

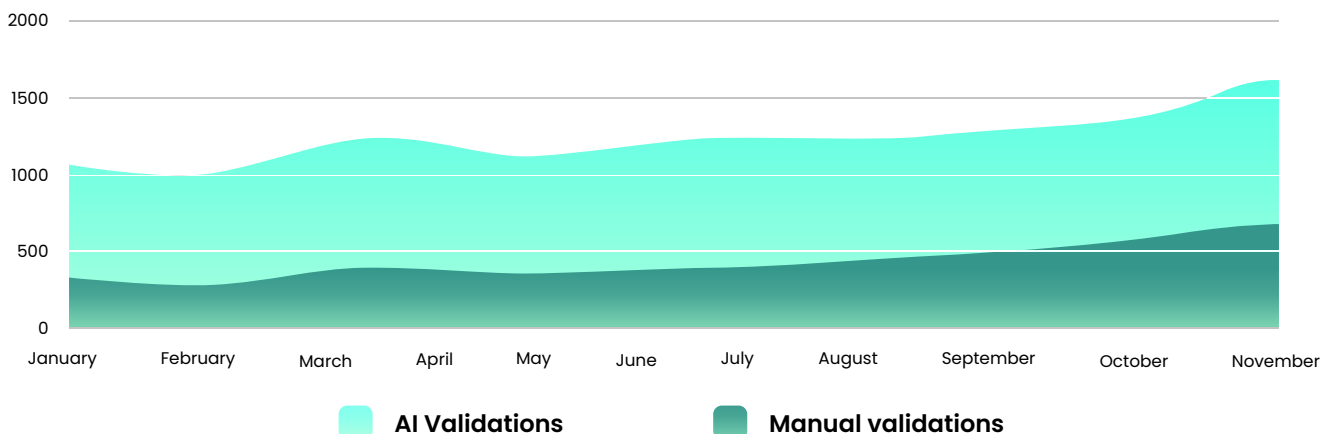
OpenID is decentralised and J&M does not store data.

Nearly a year after its implementation, **My18Pass has achieved excellent results and met its main objective** of effectively preventing minors from accessing our sites.

Moreover, although overall traffic has naturally fallen, turnover has not been affected by this measure. **This is proof that our community is willing to undergo a stringent procedure in order to continue enjoying our content.**

Several million of our customers have already experienced a KYC very similar to the one we will be implementing for the acquisition of JMZ.

Number of daily validations in 2021



By offering them significant benefits if they choose to pay in JMZ, including discounts and exclusive content, we are confident that we can convert a significant proportion of our customers into cryptocustomers.

Sumsb

In order to filter out suspicious cash movements and to best verify the provenance of ICO funds without compromising the personal data of investors, we've chosen to use a decentralised KYC solution on the blockchain: **Sumsb**.

Based in London, the company was founded in 2015 with the aim of detecting falsified documents intended to be used to commit financial fraud. In 2016, it made a pivot to focus on KYC after implementing a remote identification feature for Bitcoin wallet creators. Today, it boasts solid experience in the field and counts companies such as Uber, Blablacar, and Hyundai among its clients.



Jimizz

Education



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Blockchain technology is perfectly suited to the world of porn, and Bitcoin itself was partly designed with online porn consumers in mind.

Nevertheless, the only barrier still preventing crypto from being adopted en masse is the complexity of its use. Creating a wallet, trading, or tracking a listing is daunting for newbies.

While we wait for a major overhaul of the system towards simplicity, we have decided to pay particular attention to educating consumers in order to help them better understand this world and facilitate their orientation.



Jimizz

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To boost the use of Jimizz, we will rely on various tools and our moderation and technical support expertise.



Video tutorials

Simple, clear, and concise tutorials, in the form of videos or infographics, will be available on the Jimizz.com website to guide you step by step through creating a wallet, connecting to Metamask, and so on.

24-hour support

A machine-learning-based chatbot is currently being trained by the development team to answer personalised questions 24 hours a day and never leave a novice cryptophile unassisted.



Blog and outreach

The blog will be powered by informative articles helping readers to familiarise themselves with the details of blockchain technology.

Personalised support

Private messages on the Jimizz.com Twitter account will be open, and our team will answer all questions.



Discord server

A Discord server, composed of several rooms, will round off this educational network. Members of our team will be present to moderate and answer users' questions. As the cornerstone of the educational project, this Discord will create a community spirit among the holders while providing a space of initiation and tutoring for beginners.

Jimizz

Marketing & Communication



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Jimizz



Social Networks

1,2M
Subscribers

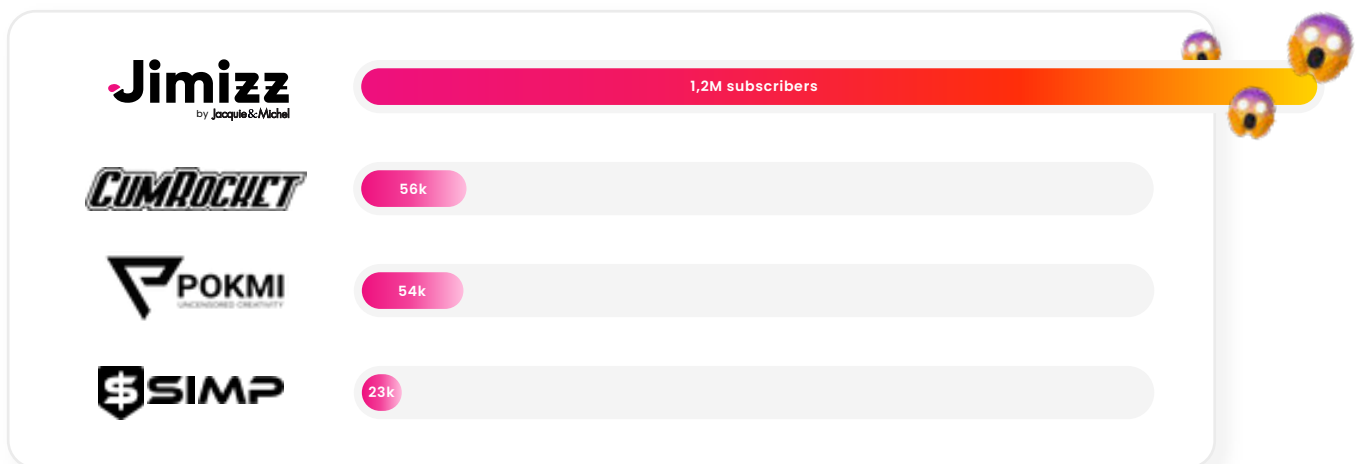
Jimizz

Whitepaper

Social networks play a major role in the success of a cryptocurrency and can drive or sink a project, sometimes independently of its fundamental elements.

The J&M sphere already boasts a significant tribe, **with more than one million followers on our various channels.**

These social accounts will all be used to communicate with regard to Jimizz. If we add the Swame models' accounts, **we have a powerful network of several million followers.**



J&M's Social Networks Department will create and manage Jimizz accounts on different platforms according to a clear, pre-defined strategy.

Standards and uses are of course very different according to the networks, and we will take particular care to optimise these uses to increase their effectiveness.

Beyond **Facebook**, **Instagram**, and **Twitter**, community management on **Telegram** and **Discord**, and the usual contests, giveaways, and airdrops, we wish to reach out to various strata to reach both beginners and experienced crypto users.

Jimizz

Whitepaper

For example, **with its historical interest in crypto, very strong growth potential** (sixth most visited site in the world, but not in the top 100 in France), **and its outspokenness**, Reddit will certainly be given special attention.



To boost our reach, we have also decided to invest in networks specialising in crypto and blockchain, such as **Steemit** or **PublishOx**.

With a multi-layered approach, from mainstream platforms to specialised networks, focus on Reddit, our renowned expertise, and the engagement of all our channels, Jimizz will enjoy tremendous reach right from the get-go!

Advertising

All the sites in the J&M sphere will promote Jimizz via display ads and redirects to the site. **These displays will be assigned the best spots on the pages to ensure tens of thousands of clicks per day.** In addition, ads will also be displayed on our partner sites. What's more, the group's **two television channels** will dedicate ad time to JMZ.

Press strategy

This strategy will be based on three components: internal promotion, organic coverage, and purchasing.

Firstly, our media outlets will be integrated into this strategy. The cover of **Hot Vidéo** magazine, which will be released during the ICO, will put Jimizz in the spotlight, and relevant articles will be featured in the magazine. The same strategy will be applied to « **J&M Mag** » and « **La Voix du X** ».

Thanks to our marketing initiatives, press releases, and the brand's reputation, the Jimizz launch will be organically promoted by many media outlets.

We're sticking to our **strategy of building empires tiny brick by tiny brick and will be reaching out** to all the blogs, social accounts, and crypto influencers, regardless of the size of their community.

They can show interviews with the team, multimedia content, previews, and more to get the Jimizz conversation going.

Buzzkits

We have also prepared a range of buzzkits to send out. These promotional packages are aimed at **Key Opinion Leaders** to help raise more awareness of the project as they publish posts on social media.

These packages will contain various tech gadgets, online anonymity products, and cryptocurrency goodies, and the lucky recipients will also receive the whitepaper via a QR code.



Investors who have bought more than \$5,000 worth of JMZ and selected influencers will receive the Billionaire Kit, with items designed enhance a life of newfound wealth thanks to Jimizz. Money clips, cigar cutters, a yacht captain's cap, and other accessories essential for any self-respecting millionaire.

Media purchasing

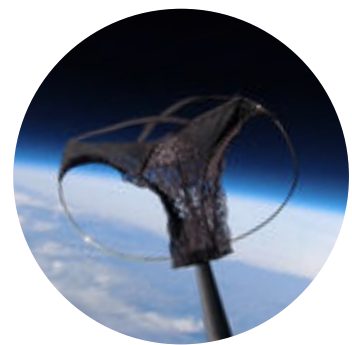
Investors who have purchased more than \$5000 worth of JMZ and a selection of influencers will receive the Billionaire Kit. Money clip, cigar cutter, yacht captain's hat and other accessories essential to any wise investor.

Event

To the moon, literally

In partnership with the German company **StratoFlights**, we sent a balloon into space loaded with a vibe duck, a DVD of La Casa de Michel, a tanga, and a Jimizz plaque.

This launch into the stratosphere, which symbolises the launch of Jimizz, has had a big media impact and has already made our cryptocurrency project known to a large audience thanks to a daring and innovative marketing operation.



Erotic fairs

Following a forced closure during the pandemic, erotica fairs are making a welcome comeback and attracting nearly 10,000 visitors per event.

In February 2022, shows will be held in Rennes, Reims, Le Mans, and Rouen. Famous J&M actresses and Swame models, who are well-versed in cryptocurrency, will be hosting a Jimizz booth to introduce our token to their community and visitors.

Some of the events at these fairs, such as the strip contest or the best bum competition, will be sponsored by Jimizz to raise brand visibility via the many posts generated by these contests on social media.

Last Day Party / D-Day

For the last night of the ICO and to close the fundraising campaign, we will be hosting a party at a chic location in Paris, which will be live-streamed on our networks.

The top 100 investors will be invited, as well as other randomly selected holders from our social networks, our actresses, Swame models, and a whole host of other guests.

A screen will be set up at the venue showing the ICO amount in real time, and tablets will be on hand so that guests can invest right up until the last second!

Many other events and surprises are in the works to make this a perfect evening to kick off an incredible adventure.

Merchandising

As we know, fans love receiving goodies from the brands they love. Our branded products are the best sellers on the J&M online store, so much so that they are also sold via other lovestores, and even on **Ebay** or **Amazon**.

We've come up with a wide range of products for Jimizz, from the most traditional to the most outlandish, from a simple pen to a crypto hard wallet integrated into a butt plug or a love egg whose vibrations follow the JMZ rate!

These goodies will be sold on the website, and a tab will be added to the **J&M Store** with a link to **Jimizz.com** to boost traffic.

They will also **be up for grabs via social media contests** and handed out at our events, so the community can proudly sport the Jimizz colours!



SEO

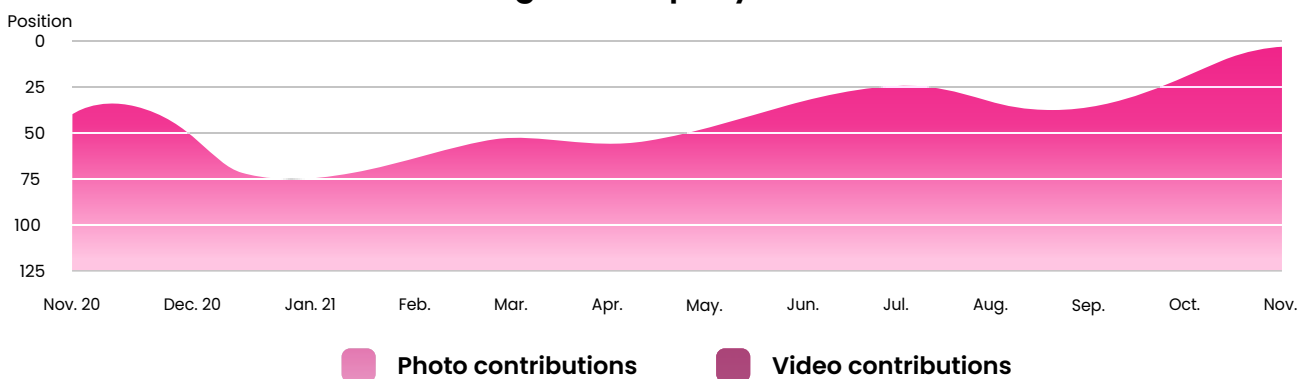
The organic referencing of sites is a priority for J&M, as we know that good positioning on search algorithms is essential to the success of the group's projects.

In order to maintain an optimal ranking on the Google SERP, a team of 8 people made up of developers, SEO experts, and copywriters work full time to optimise the company's SEO strategy.

The proof is in the pudding with regard to the resources allocated and the main search terms associated with the brand, such as '**jacquie et michel**', '**jacky et michel**' and '**jacquieetmichel.tv**', which now exceed **5 million per month**.

The SEO department generally secures the top 5 positions on all brand-related search terms, which ensures at least 90% of the click-through rate, and thus guarantees optimal traffic to all our sites.

Positioning on the query "nude women"

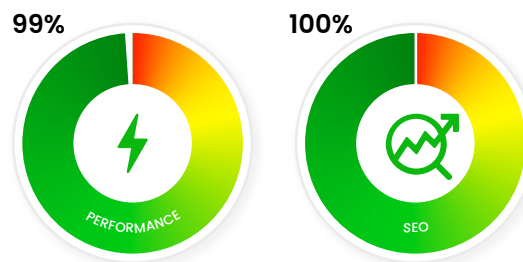


After benchmarking the competition and reviewing the domain name launch, the team identified several drivers for **Jimizz.com's** growth on search engines.

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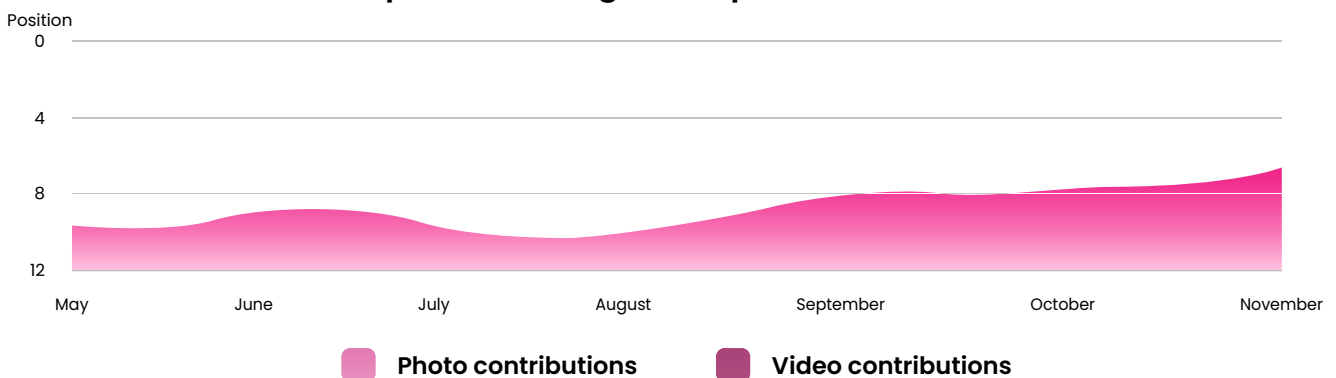
The success of Jimizz relies largely on the relevance of the SEO strategy since crypto-related SEA activities are banned by Google. The focus will therefore be on performance optimisation (Web Core Vitals), internal (linking) and external (netlinking) netmeshing, and content (title/meta desc/H1).



**Lighthouse rates JM.tv 99/100
for performance and 100/100 for SEO.**

A blog will provide daily posts covering both the progress of the Jimizz project and more general topics related to cryptocurrency, all written in an SEO-friendly way by specialists.

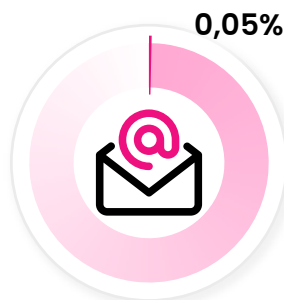
Evolution curve of average Google positions for generic porn searches



Thanks to the work of the SEO department, which is backed up by the brand's reputation, ambitious marketing initiatives, and a substantial paid media budget for Google's most popular sites, Jimizz.com will bring in considerable traffic and attract more and more customers.

Newsletter

To accompany future buyers of Jimizz, a weekly newsletter will keep readers up to date on the progress of the ICO. Beginners will be able to follow step by step instructions ahead of the listing of the tokens, and the seasoned professionals will find key information on the progress of the project.



**The average churn rate
is 0,05%**

Since MailChimp and other mailing tools categorically refuse ads related to cryptocurrency, specialised tools will be implemented. Investors' email addresses will be done in a complete transparency when the tokens are purchased. These will only serve as a conduit for transactional and sales information about Jimizz.

In addition to token news and new ambassador announcements, the development team, with the help of copywriters, will occasionally publish new blog articles.

The implementation of this tool will allow us to finalise our combination of communication channels with potential investors and holders and ensure that no one misses out on Jimizz!



Jimizz

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Jimizz

Whitepaper

Independent performers represent one of the most radical developments in porn in recent years. With smartphone cameras getting better and better, and editing hardware and software becoming more accessible, nothing is easier than producing quality content from your own bedroom.

Authentic content is sought after by young adults, who have grown up with an almost infinite profusion of impersonal videos available for free at the touch of a button, and they are now looking for more authenticity and a more personal experience.

Just as they are willing to pay their favourite streamers on Twitch for quality content, **these young adults are willing to pay performers for a significantly more fulfilling and engaging erotic experience.**



Jimizz

Whitepaper

So, that's why we've teamed up with Swame, the French content monetisation platform, to make Jimizz payments exclusively available there.

With more than 5,000 performers, hundreds of thousands of subscribers, and several million hits per month, Swame is becoming a key player in the French passion economy.

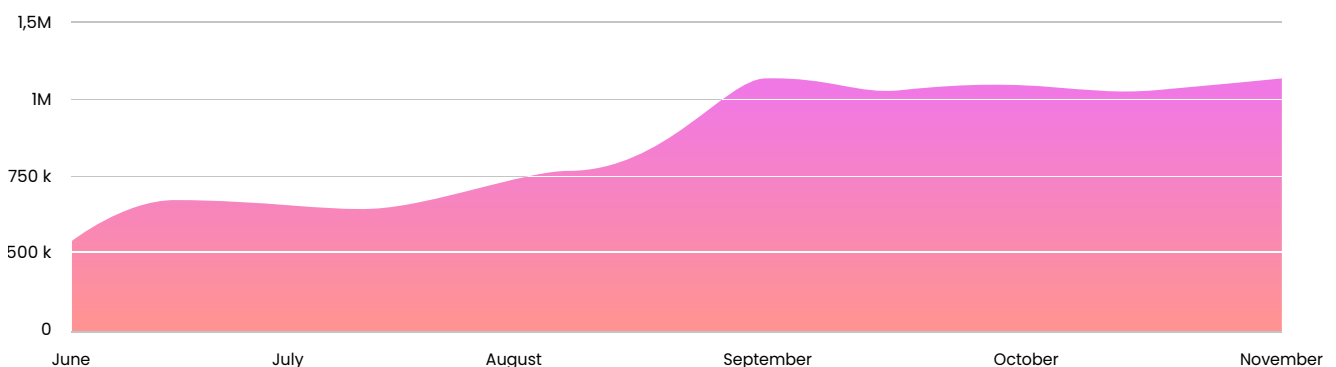
Subscriptions, content, and tips will be cheaper in JMZ than in cash, which will encourage customers to choose this payment method.

JMZ payments received by the performers will be **exempt from Swame's commission for 1 year, then reduced to 10%**. Swame usually charges a 20% commission, which is among the lowest on the market.

In addition, all Swame models will have their own Khard trading card, allowing them to offer their content on the Swame marketplace.

JMZ thus strengthens its foothold in the real economy by being present on an up-and-coming platform, renowned for its technology and format, which is set to grow exponentially as part of the fastest-growing segment of the porn industry in recent years.

Number of users per month



Jimizz

Ambassadors

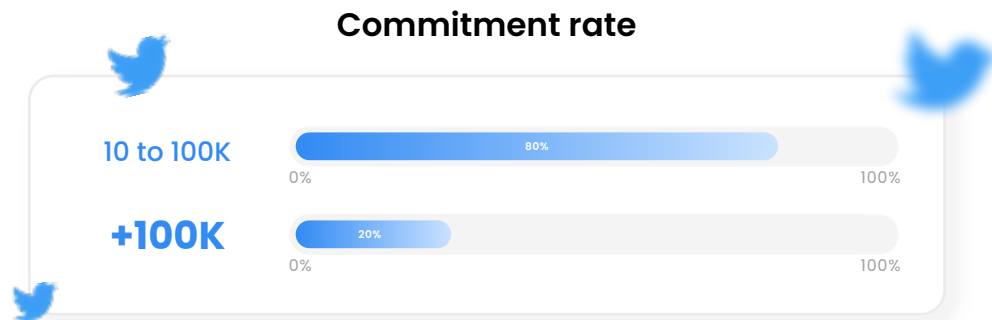


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Whitepaper

Together, our partner Swame's models have a combined reach of several million people on social media. Above all, these performers mostly fall into the micro-influencer category, with social accounts boasting between 10k and 100k followers.



This category is the most effective when it comes to promoting a product or a brand, thanks to its connection with the community and its genuine nature. They are also very active on the networks and very attentive to their followers.

1 887 769

The cumulative reach of Swame's top 30 on Twitter.

The image of the micro-influencer creates a sense of trust and authenticity that reassures their community about the products they are promoting. We therefore prefer an army of committed ambassadors to a few uninterested stars.

Moreover, just as J&M has taken itself beyond the porn sphere to break into pop culture, we intend to do the same with Jimizz by working with mainstream influencers from a wide range of backgrounds to make the token known to as many people as possible. These personalities will be revealed as and when required in order to make these announcements event driven.

Finally, mindful of the explosion of V-Tubers and other virtual streamers such as **Projekt Melody**, we will recruit digital spokesmodels and create our own virtual ambassador so that the representatives of Jimizz are in tune with what the brand stands for, with a resolute focus on the future.



Appendices

TS&CS

INTRODUCING THE COIN PROPOSAL – GENERAL CONDITIONS OF SUBSCRIPTION

1. WHAT IS THE PURPOSE OF THESE GENERAL TERMS AND CONDITIONS?

- a. The General Terms and Conditions represent a set of rules to be respected by those who wish to acquire and use Jimizz. They govern the use of the XXX website, the only site authorised for the sale of Jimizz through its ICO, and define ownership and use.
- b. To be eligible for participation in the ICO, you must therefore read and accept them.
- c. If you accept them, you are entering into an electronic contract (see below) with the ABC company (a company subject to French law, registered with the trade and companies register of the Commercial Court of Paris under number 839 938 669, with its head office is located at 18 rue Pasquier 75008, Paris) as well as with subsidiaries and affiliates constituting the Jacquie & Michel group.
- d. The present general terms and conditions are subject to French law.

2. WHO IS ABC?

- a. ABC is a company specialised in the publishing and management of web platforms.
- b. ABC is part of the Ares Group.
- c. Ares is the owner of the Jacquie & Michel brand, which, since 1999, has progressively become the leader of the porn industry in France, going from a simple internet page for sharing holiday photos to a conglomerate of companies including dozens of sites, studios, magazines, a television channel, a high-end label, an online shop, physical stores, and so on.
- d. ABC is not a financial institution and does not provide investment services, including investment advice or any other authorised financial service.

3. WHAT IS 'JIMIZZ'?

- a. Jimizz (or JMZ for short) is a 'Token'.
- b. A Token is an intangible credit that all ICO Subscribers will receive. With these Tokens, you will be able to access existing or future services or products developed in the Jacquie & Michel sphere ('Associated Services', see below.)
- c. There are several types of Token, and the way in which each is defined is important, particularly from a legal point of view (tax issues, for example).
- d. According to article L 552.2 of the French Monetary and Financial Code, a Jimizz is a 'utility' Token; i.e. it has a pre-defined use. A JMZ token is thus to be used similarly to a voucher.

- e. Purchasing Jimizz does not give the right to the ownership of equity, shares, or stakes in the capital of the ABC company. It does not give the right to the status of shareholder or associate, to the sharing of profits, to participation in AGMs or other meetings of the ABC company, or any other equivalent right.
- f. For an exhaustive list of the possible uses of Jimizz, refer to the Whitepaper attached to these general terms and conditions.
- g. If, after reading all the contractual documents, you have not fully understood the proposed use, we advise against subscribing to the ICO.
- h. By engaging in any subscription, you confirm that you have understood and accepted all the explanations and conditions proposed.

4. DEFINITIONS

- a. Some of the terms used in these General Conditions and Appendices are complex. To help you understand them, we have provided definitions for them.
 - b. These definitions explain precisely the terms used, and you waive the right to challenge their meaning in the event of a dispute. This means that they cannot be given any other meaning.
- **AML, or Anti-Money Laundering:** a complementary security measure to KYC applicable to financial movements and flows that facilitates the fight against money laundering and the financing of illegal activities.
 - **Appendix:** a legally binding document linked to these General Terms and Conditions.
 - **Blockchain:** technology used for storing and transmitting information, which is transparent, secure, and operates without a supervising body.
 - **ICO:** Initial coin offering. This transaction is aimed at raising funds on a dedicated platform. The Tokens issued will allow the holder to use them to use the services offered by ABC.
 - **Jimizz or JMZ:** title of the Token issued by ABC to the benefit of its Subscribers.
 - **KYC:** Know Your Customer: a procedure for identifying users of ABC's services to ensure the reliability of identities and the traceability of transactions made via the Platform.
 - **Plateforme:** a set of electronic online services offered by ABC.
 - **Wallet:** software device allowing the storage and use of Tokens.
 - **Profile:** all the information provided by the User when registering on the Platform.
 - **Website or Platform:** the website supporting the ICO: Jimizz.com
 - **Subscriber:** any person who has read the terms of the ICO and accepts them in their entirety.
 - **Utility-token:** digital credit received by the Subscribers to the ICO giving access to existing or future services developed by ABC.
 - **User:** toute personne physique ou tout représentant d'une personne morale créant un Profil sur la Plateforme.
 - **Whitepaper:** a collection of factual information about Jimizz. It describes the general objective of the project and the means used to achieve its implementation.
 - **Associated services:** all future developments, post-ICO (Marketplace, X-savings, Club69, etc.), which will allow Jimizz to be used in exchange for the delivery of goods and/or services.
 - **Smart contract:** the smart contract is an automated computer program whose protocol aims to automate an action when the pre-requisites are met, in particular to automate exchanges of value in the form of cryptoassets, and to form a contract ensuring the transfer of an asset.

5. WHO CAN BUY JIMIZZ?

- a. Subscription to the ICO is reserved for people of legal age and sound mind.
- b. Subscription to the ICO is open to natural persons and legal entities, individuals, non-professionals (in the sense of the preliminary article of the French consumer code), as well as professionals.
- c. We systematically verify that the Subscriber meets the subscription conditions. Any violation of a subscription condition will result in the cancellation of the subscription.
- d. The public offering of tokens is mainly intended for natural persons of legal age or legal entities residing in France.
- e. Any subscription made by foreign tax residents is made strictly under their responsibility with regard to the constraints and/or prohibitions linked, in particular, to the national regulations applicable to certain countries, notably citizens and/or residents of the United States of America and China.
- f. It is the responsibility of subscribers, before taking out a subscription to these tokens, to check that they can legally do so without being in violation of the national regulations to which they are bound.

6. WHAT IS JIMIZZ USED FOR?

- a. The introduction of Jimizz is a response to the growing difficulty of the adult entertainment industry to collaborate effectively with the banking sector, which behaves as a regulator.
- b. The viable alternative that can solve all these problems and revolutionise the sector is cryptocurrency.
- c. The introduction of the Jimizz Token therefore responds to the need for an independent exchange tool in a real economy, carried by an industry leader with millions of customers who are only too happy to be converted to this new way of consuming online porn.
- d. Jimizz will allow users to evolve in the Jacquie et Michel porn sphere: if the ICO reaches its objectives, a Marketplace also including NFTs specific to this sector will be launched; Jimizz will be the currency of exchange.
- e. The catalogue of available products and services will grow over time, from exclusive videos to accessories and underwear used on set, including the greatest covers of Hot Vidéo magazine since 1989, signed by the cover girls themselves, or the very first J&M video, 'Hot d'Or' statuettes, and unlimited access to videos for life.
- f. The first 69 purchasers of NFTs will constitute 'Club 69', enjoying additional privileges compared to subsequent purchasers.
- g. Jimizz can also be stored in an X-savings account, which generates interest, and it will facilitate the purchase of Khard Game cards.
- h. For exhaustive information on the Jimizz sphere, please refer to the Appendix entitled 'Whitepaper'.

7. DEVELOPMENT OF ASSOCIATED SERVICES

- a. The information provided by the Whitepaper concerning associated services is provided for information purposes only.
- b. While the principle of their implementation is consubstantial with the launch of Jimizz, their exact definition, the privileges that will be associated with them, their number, as well as their precise characteristics, cannot be communicated precisely, due to the very nature of the ICO.
- c. The Subscriber therefore acknowledges that he/she has been informed that the associated Services are likely to vary greatly depending on the success of the ICO since their development is directly linked to the success of the operation.
- d. Access to and use of the associated Services may be subject to compliance with specific associated terms and conditions (e.g. adherence to the Marketplace terms and conditions of sale). These general terms and conditions and the Whitepaper are therefore not intended to govern the purchase of goods or services that will be offered by the Associated Services.

8. CONCLUSION OF AN ELECTRONIC CONTRACT ON THE WEB

- a. In order to finalise a Jimizz purchase, you must first read the general terms and conditions and accept them when you validate said purchase.
- b. In accordance with the law, you can download and save these general terms and conditions.
- c. When signed online, the contract becomes an 'electronic' contract that respects the requirements imposed by law (article 1125, and following the French civil code).
- d. It is this process that validates the contract that you make with ABC to buy Jimizz.
- e. Before finalising your subscription, you can:
 - > Check the details of your order
 - > Check the total price of your order
 - > Correct any errors
- f. Once these checks and/or corrections have been made, you must read these general terms and conditions of sale, and, if you accept them, formalise your agreement by clicking the appropriate box.
- g. The subscription is then definitively recorded if the payment process is successful.
- h. You will receive a confirmation email indicating the essential elements of the subscription made (subscription reference, number of Jimizz acquired, price, etc.).
- i. The subscription process described is the one set up by the ABC website for direct Jimizz subscription. This process will differ when you take it upon yourself to carry out transactions with Jimizz outside the sphere set up for this purpose (resale or purchase against other Tokens, for example).
- j. The ABC company does not assume any responsibility in the subsequent transactions of Jimizz carried out outside the sphere set up for the purpose of its use.

9. COOLING-OFF PERIOD

- a. You have 14 days to opt to withdraw from the subscription.
- b. The 14-day period begins on the day following the confirmation of your subscription.
- c. If this period ends on a Saturday, Sunday, or public holiday, it is extended until the next working day.
- d. The right to withdraw is unique to one subscription. If you have made several subscriptions, you must repeat your withdrawal request for each one.
- e. To withdraw, you can use the cancellation form that we have made available to you in the appendix, subject to these general terms and conditions, and send it to us by post or by email to this address: contact@aresgroup.org
- f. Article L 121-20-12 of the French Consumer Code gives you a legal period of fourteen (14) calendar days from the date of confirmation of your subscription to express your desire to cancel. If this period expires on a Saturday, Sunday, or public holiday, it shall be extended until the next working day.
- g. The right to withdraw only applies to consumers who fit the description stated in the introductory article of the French consumer code (any natural person who acts for purposes that do not fall within the scope of his or her commercial, industrial, craft, sole trader, or agricultural activity). No one may invoke the right of withdrawal if they subscribe to the ICO as a professional.
- h. The exercise of the right to withdraw automatically terminates the subscription contract.
- i. ABC shall refund all sums received from the Customer in connection with the subscription as soon as possible and at the latest within thirty days.
- j. The refund period starts on the day ABC receives notification from the consumer of his or her wish to withdraw.

10. INAPPLICATION OF THE RULES PROVIDED FOR IN ARTICLES L224.25.1 TO L224.25.32 OF THE FRENCH CONSUMER CODE RELATING TO TOKENS

- a. The consumer is reminded that Article L54.10.1-1° of the French monetary and financial code defines a utility token as a 'digital asset'.
- b. Article 224-25-3-II-7° of the French consumer code states that the provisions of 'section 2 bis', relating to contracts for the supply of digital content and services (articles L224.25.1 to L224.25.32 of the French consumer code) are not applicable to utility Tokens.
- c. While ABC is bound to the customer by a guarantee of conformity on the basis of the civil code (subject to article 1641 of the French civil code in particular), the Customer acknowledges having been informed that the rules relating to the legal guarantee of conformity provided by the consumer code do not apply to Jimizz.
- d. Jimizz's failure to comply cannot be interpreted as anything other than the impossibility of using it to acquire the goods and/or services supplied as part of the associated Services.
- e. No failure to comply with a speculative transaction or conversion with a fiduciary currency and/or other cryptoassets may be invoked against ABC to engage its liability.

11. DESCRIPTION OF JIMIZZ AND ITS AVAILABILITY

- a. Jimizz is a digital product with no material representation.
- b. In accordance with the law (in particular, Article L111-1 of the French consumer code), the essential characteristics of the Jimizz are described as precisely as possible in these general terms and conditions and in the Whitepaper.
- c. You must therefore carefully read the descriptions, and, if you have any doubts about Jimizz and/or the subscription, contact ABC to obtain the necessary details before proceeding with your purchase.
- d. Jimizz coins will not be sold in unlimited numbers. This is therefore a sale of a limited number of Tokens. This number is specified in the Whitepaper. It is not possible to request that ABC issue additional Jimizz coins once the numbers specified in the Whitepaper have been reached.
- e. In accordance with Article L111-1-3° of the French consumer code, the Customer is informed that any Jimizz acquired by the Customer are transferred to him/her within a period of maximum 3 weeks from the date of placing the purchase order.
- f. The Whitepaper and the general terms and conditions constitute an inseparable contractual entity to which you agree to be bound by formalising your agreement online.

12. INFORMATION WE REQUIRE

- a. To subscribe to the ICO and acquire Jimizz, we will ask you for certain information.
- b. Some information is necessary to conclude this contract: this is the information that allows us to conclude the contract or to respect our legal obligations.
- c. Other non-essential personal data that we wish to collect will be subject to a request for consent that will be sent to you in accordance with the GDPR for the sending of newsletters, promotional codes, etc. You will always have the option to refuse to provide this consent or withdraw your consent at any time.
- d. The GDPR (General Data Protection Regulation or (EU) REGULATION 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free distribution of such data) and the French law of 6 January 1978 protect your personal data. The purpose of this section is therefore to provide all the information about what we do with your personal data, how we do it, and why we do it.
- e. The manager of any processing that will be carried out concerning your data is SASU ABC, a company incorporated under French law, registered with the trade and companies register of the Commercial Court of Paris under the number 839 938 669. Its headquarters are located at 18 rue Pasquier 75008 in Paris.
- f. The data you provide to us will be hosted on the servers of Sum And Substance Ltd (UK).com, a company incorporated under UK law whose registered office is at 30 St. Mary Axe, London, England, EC3A 8BF

- g. We refer to two articles of the European regulations to justify the collection and processing of data that is absolutely necessary to fulfil our obligations and validate gaming contracts:
- > Article 6.1.b of the GDPR: 'processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract';
 - > Article 6.1.c of the GDPR: 'processing is necessary for compliance with a legal obligation to which the controller is subject';
- h. The personal data we request from you will be used for administrative purposes and to comply with our legal and regulatory obligations.
- i. The personal data that we are required to collect in order to conclude the subscription contract and allow you to acquire Jimizz are the following:
- > Full name
 - > First name
 - > Date of birth
 - > Nationality
 - > Address
 - > Postcode
 - > City
 - > Country
 - > Passport or ID number
 - > Company name
- j. This is how your personal data will be used, in detail:
- > accounting and legal purposes
 - > access and use of the services offered by ABC and its subsidiaries
 - > management of the functioning and optimisation of the Website
 - > organisation of the Jimizz conditions of use
 - > ID verification and authentication of the data that you transmit
 - > possible implementation of user assistance
 - > prevention and detection of malware fraud and management of security incidents
 - > management of possible disputes with users
- k. The additional personal data we wish to use are surname, first name, date of birth, email address, and mobile phone number.
- l. Although we already hold this personal data lawfully, we cannot use it for marketing purposes if you do not agree. We will therefore need your consent.
- m. In relation to this data, your rights are the following:
- > the right to access your data (Article 15 of the GDPR)
 - > the right to rectify your data (Article 16 of the GDPR)
 - > the right to have your data erased (Article 17 of the GDPR)
 - > the right to have the processing of your data restricted (Article 18 of the GDPR)
 - > the right to be notified of any rectifications (Article 19 of the GDPR) the right to be notified of the rectification, erasure, or

- > restriction of your data (Article 19 of the GDPR)
 - > the right to the portability of your data (Article 20 of the GDPR)
 - > the right to object to the processing of your data (Article 21 of the GDPR)
 - > the right oppose profiling (Article 22 of the GDPR)
- n. To exercise one or more of these rights, we verify that you are indeed the holder of the rights concerned. In case of any doubt, we may ask you to prove your identity by means of an identity card or passport.
- o. To exercise these rights, you should send your request in writing to the following address: SASU ABC, 18 rue Pasquier 75008, Paris.

13. BUSINESS SUBSCRIBERS

- a. All the provisions of these general conditions referring to the rules of the French consumer code apply only to consumers and non-professionals, which is understood in the sense of the definition provided by the introductory article of the French consumer code.
- b. Any person subscribing to the ICO in a professional capacity does not benefit from the cooling-off period.
- c. By accepting these general conditions, any professional subscribing to the ICO therefore waives, in the event of a dispute with ABC, the right to invoke the rules protecting consumers, and in particular the rules of the French consumer code in his or her favour.

14. INFORMATION ON THE RISKS OF AN ICO

- a. **An ICO implies a risk;** before subscribing to the ICO, you should carefully read and accept the reminder of the risks set out in the following articles.
- b. **Subscribing to an ICO involves the risk of loss of capital;** capital invested in the ICO is not protected. The investment you make presents a significant risk of capital loss.
- c. The Whitepaper provided by ABC in support of the ICO is issued by ABC for information purposes and **cannot, under any circumstances, be assimilated to a legal or regulatory information document subject to prior control by the AMF** (Financial Markets Regulator; French stock market authority)
- d. **You do not benefit from any of the legal guarantees** associated with IPOs on regulated financial markets or other financial investments regulated by the AMF, as the ICO is essentially covered only by these contractual provisions.
- e. **The value of Jimizz can be very volatile** and is subject to considerable and largely unpredictable variations. In addition, the market(s) on which these Tokens are traded does not benefit from the guarantees generally applicable to financial markets. The market for the development of the Token may fail and not develop as expected; hence, you may not be able to resell your Jimizz, or at least not in satisfactory conditions.
- f. ABC is only bound by an obligation of means in the context of the ICO: this means that it does not guarantee the success of the ICO but uses all reasonable means at its disposal to achieve the objectives set out in the Whitepaper.

15. PROCEDURES AND OBJECTIVES OF SALE (SEE WHITE PAPER FOR FULL DETAILS).

- a. The purpose of the ICO is to raise sufficient funds to enable the establishment of the sphere that will allow the use and circulation of the Jimizz.
- b. A total of 4,500,000,000 JMZ will be offered for public sale. The purchase of a Jimizz will be possible exclusively via the following crypto-currencies:
 - > BUSD (BEP20, stable coin index-linked to the dollar)
 - > USDT (BEP20, stable coin indexed to the dollar)
 - > BNB (native token of the binance smart chain)
- c. ABC sets the amount to be reached in the first phase at one million US dollars. If this amount is not reached, the ICO will be cancelled, and all subscribers will be refunded.
- d. The Customer therefore acknowledges having been informed that the subscription is concluded under the suspensive condition that the sum of one million dollars is reached on the following date: March 06th 2022.
- e. The ICO will therefore be rolled out in several stages
 - > An initial sale of 500,000 Tokens will take place exclusively by invitation sent by email and will therefore not be freely accessible.
 - > A public sale of 4,000,000,000 Tokens will take place over 6 weeks from January 24th to March 06th 2022 under the purchase conditions set out in the Whitepaper.
- f. The acquisition of Jimizz is subject to a condition limiting the freedom to resell the Tokens, commonly referred to as 'vesting' (see Whitepaper). This clause aims to avoid excessive variations in value caused by speculative resale operations.
- g. By acquiring Jimizz, you therefore agree to respect the conditions limiting your right to resell Jimizz under the conditions set out in the Whitepaper, which vary according to the subscription option chosen (from zero days to 6 months).

16. HOW TO BUY JIMIZZ

- a. To buy JMZ, you must fill in the forms provided. Go through each step of the form carefully.
- b. This information is essential. The form cannot be validated and the subscription cannot take place if you do not complete these sections.
- c. The information you give in the forms must be truthful and genuine. This is a legal obligation laid down in Article 1104 of the French civil code: « *Contracts must be negotiated, formed, and carried out in good faith. This provision is a matter of public policy.* »
- d. If we find that you have provided false information when registering, we are entitled to terminate the contract and therefore prohibit you from accessing the subscription.
- e. On our Website, by accepting our general terms and conditions, you are therefore entering into a digital contract. (Article 1369-5 of the French civil code).
- f. No group subscriptions are allowed.

17. TAX INFORMATION

- a. The acquisition of Tokens is not tax neutral.
- b. The legislation in this area is constantly evolving, and we can only provide you with the information available on the day of the launch of the ICO.
- c. You are responsible for informing yourself of and complying with the relevant tax legislation: by accepting these general conditions, you waive the responsibility of ABC and/or its subsidiaries with regard to any tax consequences that may arise from a violation of the laws and regulations in force on your part.
- d. Please refer to the Whitepaper for details of the tax information provided by ABC for your information only. In particular, you will find answers to the following questions:
 - > When am I taxed?
 - > How do I calculate the tax I owe?
 - > At what rate would my profits from the sale of JMZ be subject to income tax?
 - > What are my obligations towards the French tax authorities?
 - > Transfer of JMZ by a company subject to corporate income tax
 - > Transfer of JMZ by an individual acting as a professional
 - > Value added tax (VAT).

18. IF THE ICO FAILS, WHAT HAPPENS NEXT?

- a. In order to be considered effective, the ICO is conditional on the achievement of the results set out in the Whitepaper attached to the general terms and conditions.
- b. If the ICO does not achieve its objectives, any investments you make will be reimbursed.
- c. The conditions of this reimbursement are set out in the Whitepaper.
- d. The repayment is made on the basis of the value of the invested crypto-asset, stopped on the day of the subscription (on a USDollar basis).
- e. Any reimbursement of crypto-assets to the Subscriber will be made after deduction of the transaction fees and commissions related to the collection and custody of the funds.
- f. The Subscriber therefore assumes the risk of depreciation of the invested crypto-assets between the date of subscription and the date of repayment.
- g. The Subscriber waives the right to claim compensation from ABC corresponding to a variation in the value of the invested crypto-assets between the date of subscription and the date of repayment.

19. MONEY LAUNDERING RISKS

- a. Money laundering consists of concealing the origin of funds when they have been acquired illegally (embezzlement of public funds, mafia activities, drug or arms trafficking, corruption, tax fraud, etc.) as a way to reinvest them in a legal activity.
- b. Money laundering is punishable by criminal law.
- c. The risk of money laundering is present in the purchase of Tokens. Any subscription to the ICO with a view to carrying out illegal operations such as money laundering will therefore give rise to an immediate denunciation to the relevant authorities and notably to TRACFIN (Intelligence processing and action against illicit financial channels, an organisation of the French Ministry of Economy and Finance, responsible for the fight against money laundering and the financing of terrorism).

- d. To fight against these risks, we have put in place information verification procedures called KYC and AML.
- e. You will not be able to subscribe to the ICO if you do not meticulously provide all the information requested to enable us to fight effectively against the risk of money laundering.
- f. You must comply with the imposed deadlines granted to respond to requests for verification of supporting documents that may be made by ABC to ensure the information collected via the KYC/AML forms is reliable, that it remains valid, and that there is no breach of regulations designed to prevent the commission of offences through the use of Tokens.
- g. You must keep the login and/or password that ABC will communicate to you confidential, and you assume all the responsibility related to this confidentiality requirement.
- h. In case of loss or suspicion of fraud, you must immediately inform ABC at the following address: contact@aresgroup.org. You will then specify the nature and the content of the illicit acts noted.
- i. The account you create may not be used by a third party.
- j. If you violate these rules, we may delete your account and refer you to the competent administrative authorities if we suspect that you have committed an offence or offences.
- k. You must be able to justify to the tax authorities, upon first request, the origin of the funds invested in Jimizz in order to satisfy the obligation of vigilance relating to the risk of money laundering or terrorist financing.
- l. By subscribing to the ICO, you certify via the associated forms (KYC/AML) that the origin of the funds invested in ABC respects the legal and regulatory rules in force and that it does not contravene, in particular, Article 324-1 of the French penal code, which stipulates the following: **« Money laundering is the act of facilitating, by any means, the false justification of the origin of the property or income of the perpetrator of a crime or offence that has provided the perpetrator with a direct or indirect profit. The act of assisting in the investment, concealment, or conversion of the direct or indirect proceeds of a crime or offence shall also constitute money laundering. Money laundering is punishable by five years' imprisonment and a fine of EUR 375 000. »**
- m. ABC reserves the right to delete a Profile or cancel a Jimizz subscription without prior notice if, in its opinion, it is likely to generate litigation of any kind or to damage its brand image or reputation or if it is likely to violate the above rules.

20. WEBSITE – NETWORK AND ACCESS

- a. Access to the Website requires a connection to the Internet.
- b. ABC cannot be held responsible for problems related to the user's Internet connection, computer viruses transmitted via this network or by any other means, or any malicious acts carried out via this network or by any other means.
- c. ABC is not responsible for any damage caused to the user's equipment and/or data or by other means.
- d. ABC does not guarantee the continuity of the use of the Website, which is available to the user through a remote connection via the Internet.
- e. When you accept these general terms and conditions, ABC grants you access to the Website in its effective state and availability on the day of subscription.

- f. ABC has the right to modify, replace, refuse access to, suspend, or interrupt the Website and all services associated with the Jimizz sphere, partially or entirely, as long as the general economy of the ICO is respected and the JMZ remains a Token usable for the purpose of acquiring of goods and/or services.

21. MAINTENANCE AND EVOLUTION OF THE WEBSITE

- a. Access to the Website or to some of its features can occasionally be suspended to allow for the interventions and maintenance necessary to its operation.
- b. If an intervention is planned, ABC makes its best efforts to inform the Subscriber to avoid any unnecessary disturbance.
- c. In the event of an emergency or a security breach concerning ABC or the data of its Users, ABC is exempt from this duty to give prior notice and shall provide any explanations after the intervention is complete.
- d. The responsibility of ABC cannot be retained for the possible consequences of the unavailability of the service because of an operation of maintenance or update of the services.

22. INTELLECTUAL PROPERTY

- a. Everything present on the website (graphics, logos, etc.) belongs to ABC.
- b. The unauthorised copying or use of these elements is prohibited by articles L.3335-2 and the following ones of the French intellectual property Code on counterfeiting.

23. FORCE MAJEURE

- a. If an event beyond our control, which could not be reasonably foreseen at the time of the signing of the contract and the effects of which cannot be avoided by appropriate measures, prevents us from respecting our obligations, we shall not be held liable (Article 1218 of the French civil code - force majeure).
- b. If the impediment is temporary, the execution of our obligations will be suspended unless this delay justifies the cancellation of the contract.
- c. Finally, if the impediment is definitive, the contract shall be legally cancelled.

24. SETTLEMENT OF DISPUTES

I. Provisions in force for non-consumer Clients

- a. Disagreements or disputes arising from the use of a service provided by ABC shall be subject to an attempt at amicable settlement prior to any legal proceedings.
- b. In the absence of an agreement found within 15 days following this attempt at amicable settlement, the
regain their freedom to take legal action.
- c. No legal action engaging the civil liability of ABC can be processed more than one calendar year following the emergence of the claim in accordance with the provisions of article 2254 of the French civil code.
- d. By way of derogation from the Whitepaper, for Customers who are not consumers and/or for all persons who are not tax residents in France, in the event of a dispute arising from the execution of the general terms and conditions, the relevant court is the Paris Court of Appeal.

II. Provisions in force for Clients with consumer status

- a. In the event of a dispute, the consumer is informed that he/she may have recourse to a consumer mediator, under the conditions defined in Articles L. 611-1 et seq. of the French consumer Code, and according to the system accessible at the following Internet address: www.economie.gouv.fr/mediation-conso.
- b. In accordance with the provisions of the consumer Code concerning the amicable settlement of the litigations, ABC adheres to the e-commerce mediation service of FEVAD (Federation of e-commerce and remote sales), located at 60 Rue La Boétie 75008 Paris – <http://www.mediateurfevad.fr>.
- c. After prior written notification by consumers in relation to ABC, the mediation service may be referred to for any consumer dispute that has not been settled. To find out how to contact the Mediator, please refer to the section entitled Comment saisir le mediateur (French only) at the following address:
<https://www.mediateurfevad.fr/index.php/espace-consommateur-2/>

LEGAL AND TAX MEASURES

1. LEGAL MEASURES

1.1 THE ABC COMPANY

ABC is a simplified joint stock company with a capital of €50,000, registered in the Paris Trade and Companies Register under number 839 938 669, with its headquarters located at 18, rue Pasquier 75008 Paris.

The CEO of ABC is ATHENA, which holds 100% of the company's capital.

The company's contact details are as follows:

ABC
18, rue Pasquier
75008 Paris

E-mail : contact@aresgroup.org

Website: aresgroup.org

The ABC company is not aware of any internal or external situation likely to generate a conflict of interest that could have a significant impact on the public offering of tokens, harm the public, or disturb the smooth running of the JIMIZZ project.

An auditor has been appointed since the creation of the company to audit the accounts of ABC annually.

1.2 ICO

The JMZ public ICO is not subject to any visa, accreditation, authorisation, licence, registration, or approval requirements.

ABC's original core business is the commercial provision of video conferencing services and website publishing and management. The company's new field of activity will be based on the issuance of private certificates and cryptographic tokens, financed exclusively by private funds.

The public offering of tokens is aimed at subscribers who wish to access Jacquie & Michel branded goods and services and subscribers who would like to keep their tokens in order to resell them, subject to sufficient liquidity, and the listing of JMZ on a digital asset exchange platform.

The public offering of tokens is mainly intended for natural persons of legal age or legal entities residing in France. The JMZ tokens and/or this information document may be subject to restrictions with respect to certain persons or, in some cases, by virtue of national regulations applicable to these persons or in these countries, in particular citizens and/or residents of the United States of America and China.

It is therefore the responsibility of subscribers, prior to any subscription, to verify that they can legally subscribe to this public offering of tokens without flouting the national regulations to which they are bound.

1.3 RIGHTS AND OBLIGATIONS PERTAINING TO JMZ

A token is defined by Article L. 552-2 of the French Monetary and Financial Code as «an intangible asset representing, in digital form, one or more rights, which may be issued, registered, kept, or transferred by means of a shared electronic recording device enabling the owner of the asset to be identified, directly or indirectly.»

The purchase, ownership, receipt, or possession of tokens does not give the subscriber any right other than the right to use the tokens to access Jacquie & Michel branded services.

More particularly, the purchase of JMZ does not give the right to ownership of equity, shares, or stakes in the capital of the ABC company. It does not give the right to the status of shareholder or associate, to the sharing of profits, to the participation in AGMs or other meetings of the ABC company, or any other equivalent right.

A JMZ token is thus a utility token that is similar to a voucher.

JMZ will allow subscribers to purchase goods and services of the Jacquie & Michel brand and to benefit from exclusivities (products or services only accessible via JMZ). In the event that the JMZ is listed on a digital asset exchange platform, JMZ holders will also be able to buy and/or sell JMZs at rates determined by supply and demand.

1.4 RISKS

ABC draws attention to the general risks associated with the purchase of tokens.

During the public offering of JMZ tokens, if the public offering of tokens does not reach its objective, the subscribers will be fully reimbursed for the amounts of their subscriptions after deduction of the transaction costs and commission fees related to the collection and storage of the funds.

During the subscription period, a register of subscribers and funds collected is kept. The refund is made to the address used by the subscriber as registered on our platform and that the subscriber will have previously used to confirm his/her subscriptions. The transfer is made directly from the smart contract used for the ICO to the subscriber's address.

If the information provided for the reimbursement at the time of subscription is incorrect or incomplete, the risk of non-reimbursement is borne by the subscriber.

The risk of variation of the exchange rate of the digital assets between the Euro or USD and between the subscription and the redemption is borne by the subscriber.

After the public offering of JMZ tokens, as it is not possible to guarantee the success of the project, subscribers are warned that they may lose all or part of the investment made.

Subscribers should therefore carefully consider whether the purchase of JMZ is appropriate for their situation and financial resources.

1.5 APPLICABLE LAW AND JURISDICTION

The law applicable to the issuer and to this public offering of tokens is French law.

All disputes that may arise between ABC and the subscribers of JMZ will be submitted to the jurisdiction of the court applicable to the defendant's address.

2. TAX CONSIDERATIONS

The following comments are intended to describe the tax situation of investors in case of a successful public offering of JMZ.

They have been prepared on the basis of the texts in force under French law, and they refer to the situation of persons domiciled, for tax purposes, in France.

Tax legislation is a complex matter that changes every year with financial laws. We invite interested parties to follow the evolution of the budget for the year 2022, which is currently being debated in the French National Assembly and the Senate, which include relevant provisions concerning digital assets (https://www.assemblee-nationale.fr/dyn/15/dossiers/alt/plf_2022).

In addition, the following are general remarks. It is the responsibility of each subscriber to seek assistance from a competent advisor of his or her choice to determine the appropriate tax arrangements for his or her particular situation.

2.1 INCOME TAX

2.1.1 Sale of JMZs by an individual on an occasional basis as part of the management of his or her private assets.

Pursuant to the law (Article 150 VH bis of the French general tax code) as interpreted by the Bulletin Officiel des Finances Publiques, individuals who carry out transactions involving the sale of digital assets are subject to income tax.

JMZs are digital assets.

- When am I taxed?

For the transaction to be taxable in a given year, the transfer of JMZs must have, as compensation:

- *a price expressed in legal tender (example: the exchange of JMZs for euros),*
- *the purchase of goods or services (e.g. the exchange of JMZs for video content on J&M platforms).*

Income tax, when due, is payable in euros.

Because any gains made in the exchange of digital assets (e.g. exchanging BNB for JMZ) remain purely 'digital' (the taxpayer has not made any gains in the 'real' world), such transactions are not subject to income tax.

Thus, when subscribing to JMZ, the investor will receive their tokens in exchange one of the four accepted cryptocurrencies (BNB, USDT, USDC). The investor will not be subject to income tax on this exchange as long as such assets meet the definition of a digital asset under the tax law.

If you wish to exchange JMZs again for another digital asset, such a transaction will not constitute an income tax return for the investor.

This tax-neutral regime for exchanges between digital assets is specific to France.

However, when an exchange between digital assets is accompanied by the payment of a sum of money in legal tender (e.g. I sell JMZs, and, in exchange, I receive BNB, + a sum of money in dollars or euros), the transaction is subject to income tax.

- How do I calculate my tax?

For each transfer transaction that constitutes a taxable exchange, the capital gain or loss, to use the terms of the law, is equal to the difference between the following:

- *the transfer price of the JMZs,*

and

- *the product of the total acquisition price of the subscriber's entire portfolio of digital assets (JMZs and all other digital assets) by the quotient of the price of the assets transferred over the total value of the digital assets held by the members of the tax household on the date of the transfer.*

The acquisition price is determined as a percentage of the overall acquisition price of the subscriber's wallet corresponding to the assets (in this case, his or her JMZs) that are transferred.

More concretely (because the terms of the law are not very explicit, and we are aware of this), let's examine an example:

- *You own one or more digital asset wallets with a total value of 100,000 euros that include USDT, USDC, and JMZ.*
- *You sell a certain number of JMZ for EUR 10,000*
- *The value of the JMZ sold represents 10% of your overall portfolio of digital assets*
- *You have invested a total of EUR 40,000 to build up this portfolio of digital assets*
- *You will therefore retain an amount equal to 10% of the sums invested as the acquisition price, i.e. EUR 4,000*
- *Your capital gain will then be equal to EUR 6,000 (EUR 10,000 - EUR 4,000).*

The total acquisition price must be reduced by the cost price fractions used to determine capital gains or losses on previous sales.

In our example, if you sell the JMZs again, you should deduct the amount of the invested sums that has already been retained from the new acquisition price for the calculation of the previous capital gain.

Pour plus de précisions sur ces modalités de calcul, voir la doctrine administrative (Bulletin Officiel des Finances Publiques).

For more details on these calculation methods, see the administrative guidelines (Bulletin Officiel des Finances Publiques).

- At what rate would my gains from the sale of JMZ be subject to income tax?

In France, gains from the sale of digital assets ('capital gains' in tax terminology) by individuals are subject to income tax at a flat rate of 12.8% and to social security contributions on income from assets at a rate of 17.2%.

The gains concerned are therefore taxed at an overall rate of 30%.

- What are my obligations towards the French tax authorities?

Taxpayers must state, on their annual income tax return, the total amount of the capital gain or loss realised in relation to taxable disposals during the year. They attach an appendix (form 2086) on which they calculate all the capital gains or losses realised on the occasion of each of the taxable disposals made during the year, or the price of each of the disposals if the amount of the latter does not exceed 305 euros.

Exchanges without balancing cash between digital assets, benefiting from a tax deferral, do not require a declaration.

The net taxable amount of the capital gain or, where applicable, the amount of the capital loss resulting from the sale of digital assets during the year must be entered on the electronic income tax return (form 2042-C).

Finally, individuals domiciled in France for tax purposes are required to declare, at the same time as their annual income tax return, in an appendix (form n°3916-BIS), the references of their digital asset accounts held, used, or closed with companies, legal persons, institutions, or organisations established abroad.

2.1.2 Sale of JMZs by a private individual acting as a professional.

The Bulletin Officiel des Finances Publiques indicates that the criteria of habitual or occasional exercise of the activity will be the result of an examination, on a case-by-case basis, of the actual circumstances in which the purchase and resale operations are carried out (the time periods separating the dates of purchase and resale, the number of digital assets sold, the conditions of their acquisition, etc.).

In the case of highly liquid digital assets, the criterion of the number of transactions is qualified by a section of the guidelines, although it remains one of the most tangible criteria for characterising the practice.

Concretely, the volumes traded each year in terms of revenue for the subscriber, in relation to his or her other activities, if applicable, the duration of positions, and the technical trading methods used (qualitative criteria) are all indicators to be monitored.

Tax legislation could evolve in this respect to provide further legal assurance.

In the case of regular activity, the applicable income tax regime is that of industrial and commercial profits (or 'BIC', in France).

Income from this category is determined by adding together all the income and expenses for the year relating to the trading activity and is subject to the income tax scale, the marginal rate of which is 45% (+ application of social security deductions). In particular, the professional entity must comply with accountancy obligations. In general, French tax law states that any capital gain from a company's activity must be included in its profit and loss account.

In practice, in the absence of any derogation provided for in the tax legislation, the tax arrangements for income tax purposes follow the accounting procedures.

It should be noted that for revenues below 72,600 euros, in France it is possible to benefit from a micro-enterprise regime, which includes the possibility of applying a flat-rate deduction of 50% on earnings.

2.1.3 Sale of JMZ by a company subject to corporate income tax.

French accounting standards stipulate that when a company subject to corporate income tax holds, through subscription or acquisition, tokens that do not have the characteristics of financial assets, financial contracts, or cash vouchers, without the intention of using the associated services, these tokens are recorded in account number 5202 as 'tokens held'.

Changes in the market value of JMZs held are recorded in the balance sheet against transitory accounts, on the assets side of the balance sheet in the case of an unquantified loss, and on the liabilities side of the balance sheet in the case of an unquantified gain. In the event of an unquantified loss, a contingency provision is established.

Gains and losses on the disposal of JMZs held are calculated using the first-in-first-out (FIFO) method or, where applicable, the weighted average cost of acquisition (WAC) method, and they are recognised as income (account 7661 'Net income on disposal of tokens') or as an expense (account 6661 'Net expense on disposal of tokens'), as appropriate.

In the absence of any derogation provided for by tax legislation, the tax treatment for income tax purposes follows the accounting treatment. In the event of the sale of tokens, the treatment of the gain or loss follows, in principle, the ordinary tax regime.

The taxable income of companies, including any capital gains on the sale of tokens, is subject to corporate income tax at the rate applicable to their status (between 15% and 27.50% for companies with a turnover of more than EUR 250 million).

2.2 VALUE ADDED TAX (VAT)

J&M is subject to VAT at the applicable rate.

Value added tax applies and is charged to subscribers when they use JMZ in exchange for products or services sold by J&M.

In the case of payments in kind in the form of digital assets (e.g. JMZ or ETH), for the calculation of the taxable amount for VAT, we will take into account the euro equivalent of the price of these services according to the exchange rate existing at the time of the transaction.