

## Terms and Conditions

Last updated: February 15, 2022

Please read these terms and conditions carefully before using Our Service.

# Interpretation and Definitions

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## Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

## Definitions

For the purposes of these Terms and Conditions:

**Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Account** means a unique account created for You to access our Service or parts of our Service.

**Country** refers to: Delaware, United States

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to CCL INC.

**Content** refers to content such as audiovisual, sound, artwork, drawing, text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

**Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

**Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.

**NFT** refer to any items offered for sale on the Service. These items are blockchain-tracked, non-fungible token, such as those conforming to the ERC-721 standard.

**Visual** refers to any audiovisual, sound, art, design, drawing, or other pictorial or graphic work of authorship that is associated with the NFT.

**Extensions** are third-party designs that are intended for use as extensions of or overlays to the Visual, do not modify the underlying visual, and can be removed at any time without affecting the underlying Visual.

**Purchased NFT** means an NFT You purchased from Us to Own.

**Service** refers to the Website.

**Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

**Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

**Website** refers to <https://cerealclub.io>, accessible from Cereal Club

**You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Acknowledgment

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These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are 18 years of age or older. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## Placing Purchases for NFTs

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By using the Service, You warrant that You are legally capable of entering into binding contracts.

## **Your Information**

If You wish to use the Service, You may be asked to supply certain information relevant to Your use.

You represent and warrant that: (i) You have the legal right to use a third-party wallet provider in connection with any Purchase; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to product marketplaces and wallet provider third-parties for purposes of facilitating the completion of Your Purchase.

## **Availability, Errors and Inaccuracies**

We are constantly updating Our offerings of NFTs on the Service. The NFTs available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our NFTs on the Service and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, NFT images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## **Prices Policy**

You understand that Your purchase of a Cereal Club NFT, like all transactions on the Ethereum network, will require You to pay a transaction charge, otherwise known as a “Gas Fee,” to Ethereum, in addition to the stated purchase price of the Cereal Club NFT.

The Company reserves the right to revise its prices at any time prior to accepting Your purchase. In the event of government action, gas fee increase, and any other matter beyond the Company’s control, the Company reserves the right to revise a price subsequent to accepting a purchase.

All sales are final. The Company will not issue refunds under any circumstances. The Company has no control over the Ethereum network. The Company is not liable for any loss, damage or harm that You may incur as a result of any transaction.

You agree that all payments made through the Company or affiliated Service are final. You agree not to challenge or dispute the charge with any third party.

## **Payments**

All NFTs purchased are subject to a one-time payment. Transactions will be conducted in its entirety on the Ethereum network. Company has no control over such transactions or the Ethereum network, cannot reverse or issue refunds in connection with such transactions,

and is not liable for any loss, damage or harm that you may incur as a result of such transactions.

You agree that all payments made through the Cereal Club Platform are final, and You will not challenge or dispute the charge with any third party.

Your purchase of a Cereal Club NFT, like all transactions on the Ethereum network, will require You to pay a transaction charge (“Gas Fee”) to Ethereum, in addition to the stated purchase price of the Cereal Club NFT.

## Promotions

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Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

## User Accounts

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Account creation requires a valid MetaMask crypto wallet and a valid Ethereum address. By creating an account, You agree that the Cereal Club Platform may be used only in connection with the Services that may be provided through it. Failure to use the Cereal Club Platform in the foregoing manner constitutes a breach of the Terms.

Upon Our reasonable request, You will provide accurate, complete, and up-to-date registration information. The foregoing may include Your full legal name, a valid email address, and a valid Ethereum address. Failure to abide by the foregoing constitutes a breach of the Terms.

The following restrictions apply to User Accounts:

- using another person’s name with the intention to impersonate that person;
- using a vulgar, obscene, or an otherwise offensive name as Your username;
- using a name subject to the rights of any person other than Yourself as Your username, unless it is so authorized;
- obtaining more than one account, in any manner;
- operating more than one account, in any manner;
- referring to more than one owned, controlled, or operated email account to the Company;
- using false information when registering for an account;

- using information created solely for registration the Company or other online services;
- employing any fraudulent manner which evades requirements set forth in these Terms.

You agree that activity which occurs in Your account is solely Your responsibility. You agree to notify Us immediately of any security breach or unauthorized use of Your account. You agree to keep Your contact information up to date.

We reserve the right to refuse account registration. We also reserve the right to suspend or terminate and remove Your account at any time, without notice. The foregoing is undertaken at our sole discretion.

## Content

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### User Generated Content Submissions

The Company, and any of the Services rendered by Us, may allow users to share, post, submit, publish, display, or transmit to other users or other persons, or otherwise provide (hereinafter, “share”) data, whether in the form of contents or materials, otherwise known as “UGC Submissions,” on, to, or through the Services.

All UGC Submissions must meet the Content Restrictions set out in these Terms. Any UGC Submissions You submit through on, to, or through the Services will be considered non-confidential and non-proprietary.

You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms, as well as disclose to third parties any such material for any purpose, including for marketing purposes, in accordance with our Privacy Policy and Your account settings.

By submitting UGC, You warrant and represent that You own the UGC You submitted. You also warrant and represent that You have the right to use the UGC. You represent that You have the right to grant and assign Us and the associated entities mentioned in the preceding paragraphs, the right to use the UGC. You also warrant and represent that Your UGC does not violate the privacy and publicity rights, copyrights, any contractual rights, or any other applicable rights of any person or entity.

You understand and acknowledge that Your UGC is solely Your responsibility. You understand and acknowledge that the Company has no responsibility and will not be held liable for Your UGC in any way. Nor is the Company responsible or liable for the content or accuracy of any UGC posted to or through the Services.

## Content Restrictions

Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under Your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content includes, but are not limited to, the following:

- unlawful Content and Content that promotes unlawful activity;
- defamatory, discriminatory, or mean-spirited Content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups;
- Content containing spam, whether machine or randomly generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of gambling;
- Content which contains or installs any viruses, worms, malware, trojan horses, or that which is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person;
- Content which infringes on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights;
- Content impersonating any person or entity, including the Company and its associates, employees, or representatives;
- Content which violates the privacy of any third person;
- Content which contains any false information and features.

Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with the Terms. Company reserves the right to refuse or remove Content that is not appropriate or in compliance with the Terms.

Company further reserves the right to make formatting changes and substantive edits to any Content. The Company can limit or revoke the use of the Service if You post such objectionable Content. Because the Company cannot control all posted Content, You agree to use the Service at your own risk. You understand that by using the Service You may be exposed to Content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of Your use of any Content.

Company may use and share Content shared on or through other platforms and mediums by

third-parties. Company does not have to attribute such Content to any person or entity. The Company automatically obtains a non-exclusive license to utilize such Content.

# Copyright Policy

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## Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email at [dmca@cerealclub.io](mailto:dmca@cerealclub.io) and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

## DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email at [dmca@cerealclub.io](mailto:dmca@cerealclub.io). Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

# Intellectual Property

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The Service and its original content (excluding Content provided by You or other users), features and functionality (including but not limited to all information, software, text, displays, images, videos, and audio, the design, selection, and arrangement thereof) are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

We grant You a limited, personal, non-exclusive, and non-transferable license to access and use the Services only as expressly permitted in these Terms of Service. You must not reproduce, distribute, license, sell, modify, create derivative works of, publicly display, publicly perform, republish, broadcast, download, store, or transmit any of the material accessible using our Services.

We prohibit any modification of the Services, except as expressly permitted by these Terms.

Your right to use the Services will be terminated immediately if You copy, print, modify, download, or otherwise use or provide any other person with access to the Services in breach of the Terms. You are similarly prohibited from deleting or altering any trademark, copyright, or other proprietary rights notices from copies of materials. Any modification of the Services is also prohibited, except as expressly permitted by these Terms.

If we elect, at our option, to terminate Your right to use the Services, You must return or destroy any copies of the materials You have made.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

At no point are any rights, titles, or interests in or to the Services or any of the Service's Content, be transferred to You. You are not permitted to use the Services in any way not expressly permitted by these Terms of Service. Any such use constitutes a breach of these Terms of Service, thereby potentially violating copyright, patent, trademark, and other intellectual property laws. All rights not expressly granted are reserved by the Company.

## NFT License

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## Ownership

Company shall retain all worldwide rights, title and interest in the Visual, and all intellectual property rights therein. You acknowledge and agree that the rights You have in and to the Visual related to the NFT you purchased are limited to the license granted herein.

## License; Grant of Rights; General Use

Subject to all the terms of this Agreement, and provided that You are not in material breach or default hereof, to the extent that You rightfully purchased an NFT from Cereal Club Platform, Company grants You a worldwide, non-exclusive, transferable, royalty-free license to use, copy, and display the Visual associated with Your Purchased NFTs, along with any Extensions that You choose to create or use, solely for the following purposes: i) for Your own personal, non-commercial use; ii) as part of a marketplace that permits the purchase and sale of your NFTs, provided that the marketplace verifies each NFT owner's rights to display the Visual associated with their Purchased NFTs to ensure that only the actual owner can display the Visual; iii) or as part of a third-party website or application that permits the inclusion, involvement, or participation of Your NFTs. For purposes of clarification, the license herein is not assignable or transferable except in connection with Your sale of the Purchased NFT, and You acknowledge and agree that upon such sale the license shall be transferred according to the terms of this license to the person or entity to whom you convey Ownership of the Purchased NFT. It is acknowledged that the license granted herein applies only to the extent that You continue to Own the applicable Purchased NFT. If at any time You sell, trade, donate, give away, or otherwise transfer Ownership of Your Purchased NFT for any reason, the license granted will immediately be transferred to the new Owner. After assignment or transfer of Ownership rights, You will no longer have rights in or to the Visual associated with that NFT. You will be liable for any breach if you exceed the scope of the license granted. It is acknowledged that an exception to the breach shall only include if You enter into a broader license agreement with the Company.

## License; Grant of Rights; Commercial Use

Subject to all the terms of this Agreement, and provided that You are not in material breach or default hereof, to the extent that You rightfully purchased an NFT from Cereal Club Platform, Company grants you a limited, worldwide, non-exclusive, transferable license to use, copy and display the Visual associated with Your Purchased NFTs for the purpose of commercializing Your own merchandise that includes, contains, or consists of the Visual associated with Your Purchased NFTs. For purposes of clarification, the license herein is not assignable or transferable except in connection with Your sale of the Purchased NFT, and You acknowledge and agree that upon such sale the license shall be transferred according to the terms of this license to the person or entity to whom you convey Ownership of the Purchased NFT. It is acknowledged that the license granted herein applies only to the extent that You continue to Own the applicable Purchased NFT. If at any time You sell, trade, donate, give away, or otherwise transfer Ownership of Your Purchased NFT for any reason, the license granted will immediately be transferred to the new Owner. After assignment or transfer of Ownership rights, You will no longer have rights in or to the Visual associated

with that NFT. You will be liable for any breach if you exceed the scope of the license granted. It is acknowledged that an exception to the breach shall only include if You enter into a broader license agreement with the Company.

## Your Feedback to Us

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You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

## Links to Other Websites

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Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## Termination

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We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

## Limitation of Liability; Indemnification

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### Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

### Indemnification

You shall defend, indemnify and hold Company and its officers, directors, employees, agents, affiliates, successors and assigns, from and against any losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs or expenses of any kind ("Losses"), including legal fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or in connection with any third-party claim, suit, action or proceeding relating to any breach by You of its representations, warranties covenants, conditions or other obligations hereunder, including the breach of exclusivity and hold harmless from any and all claims arising out of i) any breach of the representations and warranties and ii) any claims by You or by third-parties upon their rights arising from Company's authorized actions hereunder or relating to Your User Generated Content Submissions. Company will not be liable under or in connection with the Terms and Conditions of this Agreement for indirect, incidental, consequential, liquidated, special, exemplary or aggravated damages or penalties, including, without limitation, losses of earnings, or anticipated profits, regardless of whether such party has been advised of the possibility of such damages.

## "AS IS" and "AS AVAILABLE" Disclaimer

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The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## Governing Law

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The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## Disputes Resolution

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If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

## For European Union (EU) Users

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If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

## United States Legal Compliance

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You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## Severability and Waiver

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### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

### Arbitration

The Parties agree that, except as otherwise provided in the Terms and Conditions, any arbitration shall be in accordance with the then-current JAMS Arbitration Rules and Procedures for Consumer-Related Disputes, except as modified herein before a single arbitrator who is an attorney, an experienced labor and employment arbitrator, or a retired judge ("the Arbitrator"). You and Company hereby expressly waive trial by jury; provided, however, that Company or You may seek injunctive or other equitable relief in any State or Federal court having jurisdiction to grant it in the event of an actual or threatened infringement or misappropriation of Intellectual Property Rights. The Arbitrator must be a resident or have an office in Delaware or Southern California. The arbitration shall take place in the County of Claymont, Delaware or County of Los Angeles, California.

### Class Action Waiver

You waive the right to litigate in court or arbitrate or consolidate any claim or dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general.

## Translation Interpretation

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These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

## Changes to These Terms and Conditions

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We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## Contact Us

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If you have any questions about these Terms and Conditions, You can contact us:

- By email: [legal@cerealclub.io](mailto:legal@cerealclub.io)