

Thank you for using Uncopied !

Our general terms and conditions and privacy policy are released under Creative Commons (CC BY 4.0) and are largely based on GitHub's terms.

Please read this Terms of Service agreement carefully before accessing or using Uncopied. Because it is such an important contract between us and our users, we have tried to make it as clear as possible. For your convenience, we have presented these terms in a short non-binding summary followed by the full legal terms.

Summary

Mission statement

Uncopied provides digitally immutable certificates for original artworks. Our goal is to participate in the emergence of a stronger artistic ecosystem based on trust, secure proof of authenticity and tamper-proof long term physical and digital conservation.

Core Values

Open: Uncopied is a neutral platform that can resist arbitrary censorship within the rules of international laws (privacy laws, copyright laws, human rights laws).

Simple : Uncopied certificates are secured by a chirograph and a public blockchain asset. Easy to make, hard to fake.

Durable: Uncopied is for physical and digital art that will last centuries. We implement technology solutions built to evolve, with the highest conservation standards.

Inalienable: Uncopied assets represent an immutable proof of provenance for a physical or digital object, as such they are non-tradable and inalienable.

Uncopied != Tradable NFT

Sustainable: Uncopied is resource efficient and uses carbon-friendly technology, we do our best to keep our services affordable, ecological and sustainable.

Inclusive: Uncopied is accessible to all adults, in any place, without distinction of gender, age, race, ethnicity or any other form of identity.

Unobtrusive: Uncopied is suitable for its users and discrete : the artwork and the creator come first.

Summary of the Service

The Uncopied service allows a Certificate Issuer (for example, an artist) to create a digitally immutable Certificate for an Underlying Object (for example, an artwork) which can be a physical or a digital object. Our main services to the Certificate Issuer are,

- Uploading “Digital Source Objects” (for example, high definition images) representing an Underlying Object (it can be a physical or a digital object) to a distributed file system (IPFS) and ensure their long term persistence for digital conservation. For that objective, we maintain redundant IPFS nodes and use other facilities as necessary (such as the Uncopied Arctic Code Vault and Uncopied Archive Program);
- Generating “Thumbnails” (for example, a lower definition image) with steganographic watermarks, so they can be easily shared on various social media without losing their proof of authenticity. They are granted a Creative Commons License (CC BY-NC-ND) and they are stored on IPFS as well;
- Creating “Certificate” documents in PDF format documenting the Underlying Object with textual information. They are granted a Creative Commons License (CC BY-NC-ND) and they are stored on IPFS as well;
- Creating “Metadata” descriptions in JSON format documenting an Underlying Object with structured information. They are granted a Creative Commons License (CC BY-NC-ND) and they are stored on IPFS as well;
- Creating a Unique Digital Identity for the Underlying Object by the mean of a unique Algorand Standard Asset (ASA) on the Algorand Blockchain;
- Creating a Unique Physical Identity for the Underlying Object by the mean of a “Chirograph”, tying the Underlying Object to its immutable documentation (“Certificate”, “Metadata”, “Thumbnails”, “Digital Source Objects”) in digital form and physical (paper) form.

We provide other services to Uncopied users,

- Allowing any Uncopied user to verify the Certificate of an Underlying Object;
- Facilitating traceability of events with respect to lifecycle the Underlying Object (such as : the object was sold; the object was lent/borrowed; the object was lost or stolen; the object was destroyed).

We host public web pages,

- A Reverse Search Engine to search “Digital Source Objects” and “Thumbnails” by similarity (for example, finding similar images) in order to identify the most common and simple cases of copyright infringement (for example, reusing an identical or almost identical image);

- A public and searchable list of “Thumbnails” with a subset of their “Metadata” for indexing by other public search engines (such as Bing, Google Image Search, TinEye, etc.).

Summary of your obligations as a User of Uncopied

As a Certificate Issuer, you will

- upload at least one Digital Source Object, representing the Underlying Object (for example, a high definition image);
- select the appropriate Certificate Template, or order your own custom template from a Partner Law Firm;
- document the characteristics of the Underlying Object according to the Certificate Template, in order for the metadata to accurately identify and represent the Underlying Object;
- carefully review the terms of the Certificate document, as it may contain legally binding terms;
- grant the Creative Commons Licence (CC BY-NC-ND) to the Thumbnail generated from the Digital Source Object (for example, a lower definition image), the Metadata, the Certificate document;
- pay the Certificate Issuance fees including any tax;
- receive a ZIP bundle containing two PDF documents, the Certificate and the Chirograph.

(the following are only relevant to physical objects, or when a signed Chirograph is explicitly required by the Certificate Document)

- print on good quality paper the Chirograph (one single copy) and the Certificate (four copies);
- cut the Chirograph using scissors along the blue lines into 5 pieces and physically mark each piece with your signature or stamp (without deteriorating the QR Codes);
- physically attach or glue the Chirographic Label (the central part of the Chirograph) to the Underlying Object (for example, the back of an artwork);
- physically attach or glue the other 4 pieces of the Chirograph to the respective 4 copies of the Certificate document;

- retain and permanently archive one copy of the Certificate document;
- provide one copy of the Certificate document to the Certificate Recipient as indicated in the Certificate document, or as default to the Underlying Object Owner;
- send the remaining two copies of the Certificate document to the Uncopied PO box.

UNCOPIED SAS
PO BOX BP 40373
78000 VERSAILLES
CEDEX FRANCE

As a Certificate Recipient, you will

- retain and permanently archive your copy of the Certificate document;
- not attempt to copy or forge the Certificate document.

As an Underlying Object Holder, you will

- conserve the Underlying Object in its original condition;
- conserve the Underlying Object's Chirographic Label in its original condition;
- report the Underlying Object as lost or stolen, if you have reason to think so;
- return the Underlying Object to the legitimate Owner, when requested to do so;
- not attempt to copy or forge the Underlying Object's Chirographic Label.

As an Underlying Object Owner, you will

- add date, your name and signature on your physical copy of the Certificate to document the Proof of Provenance for the Underlying Object;
- conserve the Underlying Object in its original condition;
- conserve the Underlying Object's Chirographic Label in its original condition;
- renew the Certificate and pay renewal fees after the expiry period of ten years;
- report the Underlying Object as lost, destroyed or stolen, if it was so;
- inform the new Underlying Object Holder of his obligations, when lending or renting the Underlying Object;
- inform the new Underlying Object Owner of his obligations, when selling the Underlying Object;
- provide the new Underlying Object Owner with any Certificate document, when selling the Underlying Object;
- not attempt to copy or forge the Certificate document;
- not attempt to copy or forge the Underlying Object's Chirographic Label.

As a Partner Law Firm, you will

- contribute a Certificate Template, suitable for a given use case into the Github repository (https://github.com/uncopied/uncopied_templates)

Section	What can you find there?
A. Definitions	Some basic terms, defined in a way that will help you understand this agreement. Refer back up to this section for clarification.
B. Account Terms	These are the basic requirements of having an Account on Uncopied.

C. Acceptable Use	These are the basic rules you must follow when using your Uncopied Account.
D. User-Generated Content	You own the content you post on Uncopied. However, you have some responsibilities regarding it, and we ask you to grant us some rights so we can provide services to you.
E. Private Data Vault	This section talks about how Uncopied will treat content you post in a private data vault.
F. Copyright Infringement Policy	This section talks about how Uncopied will respond if you believe someone is infringing your copyrights on Uncopied.
G. Intellectual Property Notice	This describes Uncopied's rights in the website and service.
H. API Terms	These are the rules for using Uncopied's APIs, whether you are using the API for development or data collection.
I. Additional Product Terms	We have a few specific rules for Uncopied's features and products.
J. Beta Previews	These are some of the additional terms that apply to Uncopied's features that are still in development.
K. Payment	You are responsible for payment. We are responsible for billing you accurately.

L. Cancellation and Termination	You may cancel this agreement and close your Account at any time.
M. Communications with Uncopied	We only use email and other electronic means to stay in touch with our users. We do not provide phone support.
N. Disclaimer of Warranties	We provide our service as is, and we make no promises or guarantees about this service. Please read this section carefully; you should understand what to expect.
O. Limitation of Liability	We will not be liable for damages or losses arising from your use or inability to use the service or otherwise arising under this agreement. Please read this section carefully; it limits our obligations to you.
P. Release and Indemnification	You are fully responsible for your use of the service.
Q. Changes to these Terms of Service	We may modify this agreement, but we will give you 30 days' notice of material changes.
R. Miscellaneous	Please see this section for legal details including our choice of law.

The Uncopied Terms of Service

Version : v0.0.1

Effective Date : 1st June 2021

A. Definitions

Short version: *We use these basic terms throughout the agreement, and they have specific meanings. You should know what we mean when we use each of the terms. There's not going to be a test on it, but it's still useful information.*

1. An "Account" represents your legal relationship with Uncopied. A "User Account" represents an individual User's authorization to log in to and use the Service and serves as a User's identity on Uncopied. "Organizations" are shared workspaces that may be associated with a single entity or with one or more Users where multiple Users can collaborate across many projects at once. A User Account can be a member of any number of Organizations.
2. The "Agreement" refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the "Terms of Service" or the "Terms") and all other operating rules, policies (including the Uncopied Privacy Statement) and procedures that we may publish from time to time on the Website.
3. "Beta Previews" mean software, services, or features identified as alpha, beta, preview, early access, or evaluation, or words or phrases with similar meanings.
4. "Content" refers to content featured or displayed through the Website, including without limitation code, text, data, articles, images, photographs, graphics, software, applications, packages, designs, features, and other materials that are available on the Website or otherwise available through the Service. "Content" also includes Services. "User-Generated Content" is Content, written or otherwise, created or uploaded by our Users. "Your Content" is Content that you create or own.
5. "Uncopied," "We," and "Us" refer to Uncopied, Inc., as well as our affiliates, directors, subsidiaries, contractors, licensors, officers, agents, and employees.
6. The "Service" refers to the applications, software, products, and services provided by Uncopied, including any Beta Previews.
7. "The User," "You," and "Your" refer to the individual person, company, or organization that has visited or is using the Website or Service; that accesses or uses any part of the Account; or that directs the use of the Account in the performance of its functions. A User must be at least 18 years of age.

8. The “Website” refers to Uncopied’s website located at uncopied.art (or any affiliated domaine uncopied.io, uncopied.org, uncopied.fr), and all content, services, and products provided by Uncopied at or through the Website. It also refers to Uncopied-owned subdomains of these domains.
9. **The “Underlying Object” refers to the physical or digital object being certified by Uncopied (artwork or other).**
10. **The “Certificate Issuer” is the Person or authorized representative of a Legal Entity issuing a Certificate for an “Underlying Object” (artwork or other). The “Certificate Issuer” will abide by the terms of the Certificate document.**
11. **The “Underlying Object Owner” is the Person or Legal Entity legally who owns the Underlying Object.**
12. **The “Underlying Object Holder” is the Person or Legal Entity legally who currently holds the Underlying Object (as Owner, as part of a renting, lending or borrowing agreement, or for any other reason such as : lost property or theft)**
13. **The “Digital Source Asset” refers to User-Generated Content (any file in high definition source format), representing the Underlying Object. Initially, Uncopied will only support high definition images in PNG or JPG format.**
14. **The “Thumbnail” refers to a lower definition version of a “Digital Source Asset” that is generated by Uncopied prior to the Certificate issuance and released with a Creative Common licence (CC BY-NC-ND).**
15. **The “Inferno” is a special storage to balance the legitimate censorship of “Digital Source Assets” with the need for the long term conservation of an “Underlying Object” for future generations. It consists in encrypting the “Digital Source Asset” so it can be decrypted no earlier than 100 years from present day.**
16. **The “Blurred thumbnail” refers to a blurred version of a “Digital Source Asset” that is generated by Uncopied prior to the Certificate issuance and released with a Creative Common licence (CC BY-NC-ND) to document why a particular “Digital Source Asset” was moved to the “Inferno”. Initially, Uncopied will use triangulated images using Delaunay triangulation.**

17. The “Uncopied Asset” refers to the non-tradable Algorand Standard Asset (ASA) created on the Algorand blockchain as part of the certificate issuance.
18. The “Certificate template” refers to the template document, typically prepared by a Law Firm to define a specific kind of certificate to be used for a specific use case of Uncopied.
19. The “Metadata template” refers to the structure of the metadata necessary to describe a particular type of Underlying Object for a specific use case of Uncopied.
20. The “Certificate document” refers to a fully evaluated certificate document, which should clearly identify the Underlying Object and its characteristics, and define the scope of the certification. It should clarify the promise made with respect to the object’s provenance, unicity, originality. It may contain terms legally binding the Certificate Issuer. It may also contain a term sheet for any tradable non-fungible token (NFT) linked to the certified Underlying Object. The Certificate document is generated as part of the certificate issuance and released with a Creative Common licence (CC BY-NC-ND).
21. The “Metadata” refers to the fully evaluated metadata which provides the identity, characteristics of the Underlying Object in the context of a particular use case. The metadata is generated as part of the certificate issuance and released with a Creative Common licence (CC BY-NC-ND).
22. The “Chirograph” refers to the PDF document generated as part of the Certificate issuance that contains a quintuplicate chirograph. Each of the five pieces of the chirograph contains the Uncopied Asset identification as a URI and as a QR Code, delimited by cut lines in blue.
23. The “Private Data Vault” refers to a data segment encrypted using a password known only to you and stored on IPFS.

B. Account Terms

Short version: User Accounts and Organizations have different administrative controls; a human must create your Account; you must be 18 or over; you must provide a valid email address; and you may not have more than one free Account. You alone are

responsible for your Account and anything that happens while you are signed in to or using your Account. You are responsible for keeping your Account secure.

1. Account Controls

- Users. Subject to these Terms, you retain ultimate administrative control over your User Account and the Content within it.
- Organizations. The "owner" of an Organization that was created under these Terms has ultimate administrative control over that Organization and the Content within it. Within the Service, an owner can manage User access to the Organization's data and projects. An Organization may have multiple owners, but there must be at least one User Account designated as an owner of an Organization. If you are the owner of an Organization under these Terms, we consider you responsible for the actions that are performed on or through that Organization.

2. Required Information

You must provide a valid email address in order to complete the signup process. Any other information requested, such as your real name, is optional, unless you are accepting these terms on behalf of a legal entity (in which case we need more information about the legal entity) or if you proceed to issue a Certificate with Uncopied, in which case additional information will be necessary for billing purposes.

3. Account Requirements

We have a few simple rules for User Accounts on Uncopied's Service.

- You must be a human to create an Account. Accounts registered by "bots" or other automated methods are not permitted.
- One person or legal entity may maintain no more than one Account
- You must be age 18 or older. If we learn of any User under the age of 18, we will terminate that User's Account immediately. If you are a resident of a country outside France, your country's minimum age may be older; in such a case, you are responsible for complying with your country's laws.
- Your login may only be used by one person — i.e., a single login may not be shared by multiple people. A paid Organization may only provide access to as many User Accounts as your subscription allows.

4. User Account Security

You are responsible for keeping your Account secure while you use our Service.

You are responsible for all content posted and activity that occurs under your Account (even when content is posted by others who have Accounts under your Account).

- You are responsible for maintaining the security of your Account and password. Uncopied cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You will promptly notify Uncopied if you become aware of any unauthorized use of, or access to, our Service through your Account, including any unauthorized use of your password or Account.

5. Additional Terms

In some situations, third parties' terms may apply to your use of Uncopied. For example, you may be a member of an organization on Uncopied with its own terms or license agreements; you may download an application that integrates with Uncopied; or you may use Uncopied to authenticate to another service; [or you may be bound by the terms of a Certificate issued by Uncopied](#). Please be aware that while these Terms are our full agreement with you, other parties' terms govern their relationships with you.

C. Acceptable Use

Short version: *[Uncopied issues certificates for a wide variety of Underlying Objects from all over the world](#). While using the service, you must follow the terms of this section, which include some restrictions on content you can post, conduct on the service, and other limitations.*

Your use of the Website and Service must not violate any applicable laws, including copyright or trademark laws, or other laws in your jurisdiction. You are responsible for making sure that your use of the Service is in compliance with laws and any applicable regulations.

D. User-Generated Content

Short version: *You own the content you create, but you allow us certain rights to it, so that we can display and share the content you post. You still have control over your content, and responsibility for it, and the rights you grant us are limited to those we need to provide the service. We have the right to remove content or close Accounts if we need to.*

1. Responsibility for User-Generated Content

You may create or upload User-Generated Content while using the Service. You are solely responsible for the content of, and for any harm resulting from, any User-Generated Content that you post, upload, link to or otherwise make available via the Service, regardless of the form of that Content. We are not responsible for any public display or misuse of your User-Generated Content.

2. Uncopied May Remove Content

We have the right to refuse or remove any User-Generated Content that, in our sole discretion, violates any laws or Uncopied terms or policies.

3. Ownership of Content, Right to Post, and License Grants

You retain ownership of and responsibility for Your Content. If you're posting anything you did not create yourself or do not own the rights to, you agree that you are responsible for any Content you post; that you will only submit Content that you have the right to post; and that you will fully comply with any third party licenses relating to Content you post.

Because you retain ownership of and responsibility for Your Content, we need you to grant us — and other Uncopied Users — certain legal permissions, listed in Sections D.4 — D.7. These license grants apply to Your Content. If you upload Content that already comes with a license granting Uncopied the permissions we need to run our Service, no additional license is required. You understand that you will not receive any payment for any of the rights granted in Sections D.4 — D.7.

4. License Grant to Us

We need the legal right to do things like host Your Content, publish it, and share it. You grant us and our legal successors the right to store, archive, parse, and display Your Content, and make incidental copies, as necessary to provide the Service, including improving the Service over time. This license includes the right to do things like copy it to our database and make backups; show it to you and other users; parse it into a search index or otherwise analyze it on our servers; share it with other users; and perform it, in case Your Content is something like music or video.

This licence grants Uncopied the right to generate a Thumbnail and a Blurred thumbnail from the Digital Source Asset and release them on your behalf publicly under the Creative Commons Licence (CC BY-NC-ND).

This license does not grant Uncopied the right to sell Your Content. It also does not grant Uncopied the right to otherwise distribute or use Your Content outside of our provision of the Service, except that as part of the right to archive Your Content, Uncopied may permit our partners to store and archive Your Content in public Certificates in connection with the Uncopied Arctic Code Vault and Uncopied Archive Program. The Uncopied Arctic Code Vault and Uncopied Archive Program consist in mirroring and archiving curated content to the Github Arctic Code Vault and Github Archive Program.

5. License Grant to Other Users

Any User-Generated Content you post publicly may be viewed by others. By issuing Certificates storing Digital Source Assets, Thumbnail, Blurred Thumbnail, Metadata on public blockchain Algorand and distributed file system IPFS, you agree to allow others to view the Certificate or its linked data (this means that others may make their own copies of Content).

You grant the Metadata, the Thumbnail and the Blurred thumbnail generated from the Digital Source Asset under the Creative Commons Licence (CC BY-NC-ND).

You grant each User of Uncopied a nonexclusive, worldwide license to use, display, and perform Your Content through the Uncopied Service and to reproduce Your Content solely on Uncopied as permitted through Uncopied's functionality (for example, through reverse searching).

You may grant further rights if you adopt a license in the Certificate. If you are uploading Content you did not create or own, you are responsible for ensuring that the Content you upload is licensed under terms that grant these permissions to other Uncopied Users.

6. Contributions Under Certificate License

Whenever you add Content to a Certificate containing notice of a license, you license that Content under the same terms, and you agree that you have the right to license that Content under those terms. If you have a separate agreement to license that Content under different terms, such as a contributor license agreement, that agreement will supersede.

Isn't this just how it works already? Yep. This is widely accepted as the norm in the open-source community; it's commonly referred to by the shorthand "inbound=outbound". We're just making it explicit.

7. Moral Rights

You retain all moral rights to Your Content that you upload, publish, or submit to any part of the Service, including the rights of integrity and attribution. However, you waive these rights and agree not to assert them against us, to enable us to reasonably exercise the rights granted in Section D.4, but not otherwise.

To the extent this agreement is not enforceable by applicable law, you grant Uncopied the rights we need to use Your Content without attribution and to make reasonable adaptations of Your Content as necessary to render the Website and provide the Service.

E. Private Data Vault

Short version: *We treat the content of your private data vault as confidential, and we cannot access it. We cannot help you recover from a lost private data vault password.*

Initially, this feature will not be supported in the initial version of Uncopied.

1. Use of Private Data Vault

Some Accounts may have private data vaults. The use of the Private Data Vault should be exclusively to add sealed documents of proof that are confidential but can be disclosed in a Court of Law, according to a principle similar to the Soleau enveloppe.

2. Confidentiality of Private Data Vaults

Uncopied considers the contents of private data vaults to be confidential to you. Uncopied will protect the contents of private data vaults from unauthorized use, access, or disclosure in the same manner that we would use to protect our own confidential information of a similar nature and in no event with less than a reasonable degree of care.

3. Access

Uncopied personnel cannot access the content of your private data vaults.

You may choose to enable additional access to your private data vaults. Additionally, you may be compelled by law to disclose the contents of your private data vaults.

F. Copyright Infringement Policy

If you believe that content on our website violates your copyright, please contact us in accordance with our Copyright Infringement Policy which is aligned to Github's [Digital Millennium Copyright Act Policy](#). If you are a copyright owner and you believe that content on Uncopied violates your rights, please contact us by emailing :

copyright (at) uncopied.art

There may be legal consequences for sending a false or frivolous takedown notice. Before sending a takedown request, you must consider legal uses such as fair use and licensed uses.

We will terminate the Accounts of repeat infringers of this policy.

G. Intellectual Property Notice

Short version: *We own the service and all of our content. In order for you to use our content, we give you certain rights to it, but you may only use our content in the way we have allowed.*

1. Uncopied's Rights to Content

Uncopied and our licensors, vendors, agents, and/or our content providers retain ownership of all intellectual property rights of any kind related to the Website and Service. We reserve all rights that are not expressly granted to you under this Agreement or by law. The look and feel of the Website and Service is copyright © Uncopied SAS. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from Uncopied. The Uncopied Chirograph is a registered design of Uncopied SAS.

2. Uncopied Trademarks and Logos

If you'd like to use Uncopied's trademarks, you must follow all of our trademark guidelines :

Do these awesome things,

- Use the Uncopied logo or button to link to Uncopied
- Use the Uncopied logo or button to advertise that your product has built-in Uncopied integration
- Use the Uncopied logo or button in a blog post or news article about Uncopied

Please don't do these things

- Use Uncopied logo or button for your application's icon
- Create a modified version of the Uncopied logo or button
- Integrate the Uncopied logo or button into your logo
- Use any Uncopied artwork without permission
- Sell any Uncopied artwork without permission
- Change the colors, dimensions or add your own text/images

Please avoid naming your projects anything that implies Uncopied's endorsement. This also applies to domain names.

In short, the Uncopied logos and buttons represent only Uncopied and should not be used to represent your products.

H. API Terms

Short version: *You agree to these Terms of Service, plus this Section H, when using any of Uncopied's APIs (Application Provider Interface), including use of the API through a third party product that accesses Uncopied.*

Abuse or excessively frequent requests to Uncopied via the API may result in the temporary or permanent suspension of your Account's access to the API. Uncopied, in our sole discretion, will determine abuse or excessive usage of the API. We will make a reasonable attempt to warn you via email prior to suspension.

You may not share API tokens to exceed Uncopied's rate limitations.

You may not use the API to download data or Content from Uncopied for spamming purposes.

All use of the Uncopied API is subject to these Terms of Service and the Uncopied Privacy Statement.

Uncopied may offer subscription-based access to our API for those Users who require access that would result in resale of Uncopied's Service (B2B2C).

I. Uncopied Additional Product Terms

N/A

J. Beta Previews

Short version: *Beta Previews may not be supported or may change at any time. You may receive confidential information through those programs that must remain confidential while the program is private. We'd love your feedback to make our Beta Previews better.*

1. Subject to Change

Beta Previews may not be supported and may be changed at any time without notice. In addition, Beta Previews are not subject to the same security measures and auditing to

which the Service has been and is subject. By using a Beta Preview, you use it at your own risk.

2. Confidentiality

As a user of Beta Previews, you may get access to special information that isn't available to the rest of the world. Due to the sensitive nature of this information, it's important for us to make sure that you keep that information secret.

Confidentiality Obligations. You agree that any non-public Beta Preview information we give you, such as information about a private Beta Preview, will be considered Uncopied's confidential information (collectively, "Confidential Information"), regardless of whether it is marked or identified as such. You agree to only use such Confidential Information for the express purpose of testing and evaluating the Beta Preview (the "Purpose"), and not for any other purpose. You should use the same degree of care as you would with your own confidential information, but no less than reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of our Confidential Information. You promise not to disclose, publish, or disseminate any Confidential Information to any third party, unless we don't otherwise prohibit or restrict such disclosure (for example, you might be part of a Uncopied-organized group discussion about a private Beta Preview feature).

Exceptions. Confidential Information will not include information that is: (a) or becomes publicly available without breach of this Agreement through no act or inaction on your part (such as when a private Beta Preview becomes a public Beta Preview); (b) known to you before we disclose it to you; (c) independently developed by you without breach of any confidentiality obligation to us or any third party; or (d) disclosed with permission from Uncopied. You will not violate the terms of this Agreement if you are required to disclose Confidential Information pursuant to operation of law, provided Uncopied has been given reasonable advance written notice to object, unless prohibited by law.

3. Feedback

We're always trying to improve our products and services, and your feedback as a Beta Preview user will help us do that. If you choose to give us any ideas, know-how, algorithms, code contributions, suggestions, enhancement requests, recommendations or any other feedback for our products or services (collectively, "Feedback"), you acknowledge and agree that Uncopied will have a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use,

modify, commercially exploit and/or incorporate the Feedback into our products, services, and documentation.

K. Payment

Short version: *You are responsible for any fees associated with your use of Uncopied. We are responsible for communicating those fees to you clearly and accurately, and letting you know well in advance if those prices change.*

1. Pricing

Our pricing and payment terms are shown [on Stripe Checkout](#). If you agree with a one-off payment, that will be the price for one Certificate. If you agree to a subscription price, that will remain your price for the duration of the payment term; however, prices are subject to change at the end of a payment term.

2. Upgrades, Downgrades, and Changes

- We will immediately bill you when you upgrade from the free plan to any paying plan.
- If you change from a monthly billing plan to a yearly billing plan, Uncopied will bill you for a full year at the next monthly billing date.
- If you upgrade to a higher level of service, we will bill you for the upgraded plan immediately.
- You may change your level of service at any time by choosing a plan option.

3. Billing Schedule; No Refunds

Payment Based on Plan For monthly or yearly payment plans, the Service is billed in advance on a monthly or yearly basis respectively and is non-refundable. There will be no refunds or credits for partial months of service, downgrade refunds, or refunds for months unused with an open Account; however, the service will remain active for the length of the paid billing period.

Invoicing For invoiced Users, User agrees to pay the fees in full, up front without deduction or setoff of any kind. User must pay the fees within thirty (30) days of the Uncopied invoice date. Amounts payable under this Agreement are non-refundable,

except as otherwise provided in this Agreement. If User fails to pay any fees on time, Uncopied reserves the right, in addition to taking any other action at law or equity, to (i) charge interest on past due amounts at 1.0% per month or the highest interest rate allowed by law, whichever is less, and to charge all expenses of recovery, and (ii) terminate the applicable order form.

4. Authorization

By agreeing to these Terms, you are giving us permission to charge your on-file credit card, PayPal account, or other approved methods of payment for fees that you authorize for Uncopied.

5. Responsibility for Payment

By using the Service, you agree to pay Uncopied any charge incurred in connection with your use of the Service. You are responsible for providing us with a valid means of payment for paid Accounts.

L. Cancellation and Termination

Short version: *You may close your Account at any time. If you do, we'll treat your information responsibly.*

1. Account Cancellation

It is your responsibility to properly cancel your Account with Uncopied. You can cancel your Account at any time by going into your Settings in the global navigation bar at the top of the screen. The Account screen provides a simple, no questions asked cancellation link. We are not able to cancel Accounts in response to an email or phone request.

2. Upon Cancellation

We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, we will delete your profile and the Draft Certificates.

We will not delete Certificates that have been issued publicly and secured for permanent storage on the public blockchain, as they are necessary to our continuity of service to other Users.

3. Uncopied May Terminate

Uncopied has the right to suspend or terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. Uncopied reserves the right to refuse service to anyone for any reason at any time.

4. Survival

All provisions of this Agreement which, by their nature, should survive termination *will* survive termination — including, without limitation: ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

M. Communications with Uncopied

Short version: *We use email and other electronic means to stay in touch with our users.*

1. Electronic Communication Required

For contractual purposes, you (1) consent to receive communications from us in an electronic form via the email address you have submitted or via the Service; and (2) agree that all Terms of Service, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that those communications would satisfy if they were on paper. This section does not affect your non-waivable rights.

2. Legal Notice to Uncopied Must Be in Writing

Communications made through email or Uncopied Support's messaging system will not constitute legal notice to Uncopied or any of its officers, employees, agents or representatives in any situation where notice to Uncopied is required by contract or any law or regulation. Legal notice to Uncopied must be in writing and served on Uncopied's legal agent. Please serve requests to:

Please make your requests as specific and narrow as possible, including the following information:

- Full information about authority issuing the request for information
- The name of the responsible agent
- An official email address and contact phone number
- The user, organization, certificate(s) of interest
- The URLs of any pages, or files of interest
- The description of the types of records you need

Please allow at least two weeks for us to be able to look into your request.

3. No Phone Support

Uncopied only offers support via email, in-Service communications, and electronic messages. We do not offer telephone support.

N. Disclaimer of Warranties

Short version: *We provide our service as is, and we make no promises or guarantees about this service. Please read this section carefully; you should understand what to expect.*

Uncopied provides the Website and the Service “as is” and “as available,” without warranty of any kind. Without limiting this, we expressly disclaim all warranties, whether express, implied or statutory, regarding the Website and the Service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

Uncopied does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components. You assume full responsibility

and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the Service.

O. Limitation of Liability

Short version: *We will not be liable for damages or losses arising from your use or inability to use the service or otherwise arising under this agreement. Please read this section carefully; it limits our obligations to you.*

You understand and agree that we will not be liable to you or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from

- the use, disclosure, or display of your User-Generated Content;
- your use or inability to use the Service;
- any modification, price change, suspension or discontinuance of the Service;
- the Service generally or the software or systems that make the Service available;
- unauthorized access to or alterations of your transmissions or data;
- statements or conduct of any third party on the Service;
- any other user interactions that you input or receive through your use of the Service; or
- any other matter relating to the Service.

Our liability is limited whether or not we have been informed of the possibility of such damages, and even if a remedy set forth in this Agreement is found to have failed of its essential purpose. We will have no liability for any failure or delay due to matters beyond our reasonable control.

P. Release and Indemnification

Short version: *You are responsible for your use of the service. If you harm someone else or get into a dispute with someone else, we will not be involved.*

If you have a dispute with one or more Users, you agree to release Us from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

You agree to indemnify us, defend us, and hold us harmless from and against any and all claims, liabilities, and expenses, including attorneys' fees, arising out of your use of

the Website and the Service, including but not limited to your violation of this Agreement, provided that Uncopied (1) promptly gives you written notice of the claim, demand, suit or proceeding; (2) gives you sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that you may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases Uncopied of all liability); and (3) provides to you all reasonable assistance, at your expense.

Q. Changes to These Terms

Short version: We want our users to be informed of important changes to our terms, but some changes aren't that important — we don't want to bother you every time we fix a typo. So while we may modify this agreement at any time, we will notify users of any material changes and give you time to adjust to them.

We reserve the right, at our sole discretion, to amend these Terms of Service at any time and will update these Terms of Service in the event of any such amendments. We will notify our Users of material changes to this Agreement, such as price increases, at least 30 days prior to the change taking effect by posting a notice on our Website or sending email to the primary email address specified in your Uncopied account. Customer's continued use of the Service after those 30 days constitutes agreement to those revisions of this Agreement. For any other modifications, your continued use of the Website constitutes agreement to our revisions of these Terms of Service.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part of it) with or without notice.

R. Miscellaneous

1. Governing Law

Except to the extent applicable law provides otherwise, this Agreement between you and Uncopied and any access to or use of the Website or the Service are governed by the law of France, without regard to conflict of law provisions. You and Uncopied agree to submit to the exclusive jurisdiction and venue of the courts located in Versailles, France.

2. Non-Assignability

Uncopied may assign or delegate these Terms of Service and/or the Uncopied Privacy Statement, in whole or in part, to any person or entity at any time with or without your consent, including the license grant in Section D.4. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Statement without our prior written consent, and any unauthorized assignment and delegation by you is void.

3. Section Headings and Summaries

Throughout this Agreement, each section includes titles and brief summaries of the following terms and conditions. These section titles and brief summaries are not legally binding.

4. Severability, No Waiver, and Survival

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Any failure on the part of Uncopied to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

5. Amendments; Complete Agreement

This Agreement may only be modified by a written amendment signed by an authorized representative of Uncopied, or by the posting by Uncopied of a revised version in accordance with Section Q. Changes to These Terms. These Terms of Service, together with the Uncopied Privacy Statement, represent the complete and exclusive statement of the agreement between you and us. This Agreement supersedes any proposal or prior agreement oral or written, and any other communications between you and Uncopied relating to the subject matter of these terms including any confidentiality or nondisclosure agreements.

6. Questions

Questions about the Terms of Service? Contact us at

contact (at) uncopied.art

