

Terms and Conditions

Last updated on 19 October 2022

*If any further clarity/ explanation/ feedback or information is required please email hello@musechain.org

These Terms and Conditions are edited by:

Musechain Limited, a private limited company, registered with Companies House (13828615), whose registered office is located at 33 The Glen, Pinner, United Kingdom, HA5 5AX.

Each User declares and acknowledges that:

- The user has the capacity to contract and to subscribe to the Services.
- The user is informed that her/his commitment does not require a handwritten or electronic signature. The acceptance of these Terms and Conditions is implemented by the mechanism of a double click; her/his

Users can save and print these Terms and Conditions, by using the standard functions of their browser or computer.

These Terms and Conditions constitute a legally binding agreement between you and Musechain Limited.

1. Definitions

The terms defined below shall have the following meanings between the parties:

- “Digital Collection” & “Art”: refers to the digital image of the original artwork (which could be either a physical artwork, or a digital artwork), available within the Service.
- “Buyer”: refers to the User acquiring an Artwork on the Marketplace.
- “Musechain”: refers to the company Musechain Limited.
- “Cryptocurrency”: refers to any digital asset designed to work as a medium of exchange and accepted in payment throughout the Services.
- “Marketplace”: refers to the marketplace published by Musechain and on which Users can exchange and/or sell Digital Collection or Art among themselves.
- “NFT”: refers to the Non-Fungible Token which represents on blockchain the Art and certifies that each Art is unique and not interchangeable.
- Seller: refers to Musechain or each User offering to sell his/her Artwork on the Marketplace.
- Services: refers to the services accessible on www.musechain.org to all Users having a User Account.
- "User": refers to any natural person using the Services or visiting the Marketplace.

- "User Account": designates a private virtual space that the User may have on the Website, and which can be accessed by means of a login and password combination.
- "User Profile": refers to the profile of a User that has a User Account, and which can be seen by other Users.
- "Positive Double Click": refers to the electronic formulation of acceptance. The first click marks the Buyer's agreement, and a second click marks the confirmation of the Buyer's agreement.
- "TCS": refers to these Terms and Conditions.
- "Personal Data": designates all data that directly or indirectly identifies a natural person.
- "Wallet": refers to an electronic wallet, which allows you to purchase, store, and engage in transactions using virtual currency.
- "Website": refers to the website accessible at the URL www.musechain.org

2. Purpose

2.1 The purpose of these TCS is to define the terms and conditions of use and/or sale of the Website, and notably to define under which conditions a User may acquire and sell Artworks and their underlying NFT.

2.2 These TCS apply, without restriction or reservation, to any use of the Services, and are enforceable as soon as they are agreed by a User. Such consent shall be given prior to buying and/or selling an Artwork on the Marketplace.

2.3 Musechain reserves the right to adapt and/or modify these TCS at any time. The new version of the TCS shall then apply to any purchase or sale made after they have been posted online. Consequently, the User is invited to read the applicable version of the TCS before purchasing and/or selling an Artwork.

In any event, the version of the TCS applicable to the Buyer/Seller is the one agreed by the User at the time of the validation of their purchase/sale. The online documents agreed shall take precedence over all paper or electronic versions of earlier dates.

These TCS are permanently accessible on the Website via the "Terms and Conditions" section and will prevail over any other version or any contradictory document.

2.4 The Website may contain links and/or content from third-party websites and/or resources. Such third-party websites and/or resources may be subject to different terms and conditions and privacy practices. Musechain is not responsible nor liable for the availability and/or accuracy of such third-party websites. Links to such third-party websites cannot be construed as an endorsement by Musechain of such third-party websites.

2.5 Any information relating to any artwork or object is provided in good faith by Musechain and its partner institutions and best endeavour have been made to ensure accuracy at the time of publishing on this site. However, we reserve the right to change such information at any time. We and/or our partners will not be liable for any loss or inconvenience that results from the supply of any information that proves to be inaccurate or incorrect either due to error or to further research proving such inaccuracies.

3. Website Access and Account Creation

3.1 Access to the Website

3.1.1 Access to the Website is free for any User with internet access. The cost related to the access to the Website, whether hardware, software or internet access cost, are exclusively at the User's expense.

The User is solely responsible for the proper functioning of her/his computer equipment and her/his access to internet. Musechain cannot be held responsible for the proper functioning of the User's computer equipment and her/his access to internet.

3.1.2 The Website is accessible 24h a day and 7 days a week, except during maintenance upgrades.

3.1.3 Due to the nature and the complexity of the internet network and its technical performance and response time for consulting, querying, or transferring information data, Musechain makes its best efforts, to allow access to and use of the Website and the Services offered. Musechain cannot guarantee an absolute accessibility or availability of the Website.

3.1.4 Musechain reserves the right, without notice or compensation, to temporally close the Website or access to one or more Services, in particular to carry out an update, maintenance operations, modifications or changes to operational methods, servers and hours of accessibility, without this list being exhaustive.

Musechain reserves the discretionary right to complete, delete or modify, at any time, the Website and the Services available on it.

3.2 Creation of a User Account

3.2.1 Access to the Website is not conditional on the creation of a User Account. Any User can thus visit the Marketplace without creating a User Account. But the creation of a User Account is a necessary step to enjoy the Services offered by Musechain , i.e. to buy and sell, as well as to make any offer to purchase an Artwork.

3.2.2 Any User can create a User Account on the Website by:

- Providing the address of her/his Wallet or creating a Wallet via a third-party platform selected by Musechain.
- Providing her/his username, a valid e-mail address,

All data collected is processed in accordance with these TCS and the Privacy Policy of Musechain.

3.2.3 The User may choose to make her/his first name and surname available to other Users or not. If the User choose not to make her/his first name and surname available to other Users, her/his User Profile available to other Users will only display her/his username. Artworks owned by a User will be visible from his/her User Profile to other Users, with the information described in article 4.1.2.

3.2.4 The User undertakes that all information provided for the purpose of registration are accurate and current.

The User acknowledges that any erroneous information, provided whether knowingly or unknowingly, may lead to liability action against him/her with a view to obtaining compensation for any prejudice suffered.

In addition, any usurpation of identity may give rise to a criminal prosecution.

3.2.5 The User is solely responsible for securing her/his own data and undertakes to take any necessary measure to ensure the confidentiality of her/his username and password, in particular by changing her/his password regularly. Each User undertakes to change her/his password without delay in the event of voluntary or involuntary disclosure to third parties, or in the event of lost or forgotten password.

The User must inform Musechain as soon as possible in the event of unauthorized use of her/his User Account.

Any use of the User Account is presumed to be made in the name and on behalf of the User. Musechain cannot be held liable in the event of fraudulent or abusive use or due to voluntary or involuntary disclosure of the identifiers and/or passwords of a User.

3.2.6 The User may request the deletion of her/his User Account at any time, under the conditions set out on the Website, or by sending a request to hello@musechain.org

3.2.7 In the event of a breach by a User of any of the obligation incumbent upon her/him under these TCS, Musechain reserves the right, without compensation and without notice, to suspend access to all or part of her/his User Account until the cause of the suspension has disappeared, or even to delete her/his User Account regarding the seriousness of the breach. The User accepts and acknowledges that Musechain cannot be held liable against her/him or against a third parties for the consequences of the suspension or deletion of her/his User Account.

3.2.8 The deletion of a User Account, whether at the initiative of the User or at the initiative of Musechain, automatically and irreversibly leads to the deletion of all its data. The User Account will not be accessible anymore on the Website, it being specified that the Website will continue to display the Artworks owned by the former User, without indicating the name of the User in the ownership history described in article 4.1.2.

The deletion of the User Account has no impact on the ability of the former User to access to her/his Wallet, from which she/he can access to her/his Artworks.

Accounting documents and supporting documentation may be kept by Musechain, in accordance with the applicable provisions, to enable Musechain to meet its legal and regulatory obligations in this matter.

4.Description of the Services

4.1 Creation of an Artwork

4.1.1 Each Artwork available for purchase on the Marketplace is created and initially made available on the Marketplace by (i) Musechain or (ii) by a User, with the prior authorisation of Musechain.

For Musechain to mint an NFT and create an Artwork on the Marketplace, the User must access the “Creation of an Artwork” section available from her/his User Account and accept additional terms and conditions.

The authenticity of this digital asset is certified by the underlying NFT. Musechain is the only one authorised to place, or to authorize a User to place a new Artwork for sale on the Marketplace.

Each Artwork placed on sale by Musechain is created and initially placed for sale with the prior authorization of the rights holders. These agreements signed between Musechain, and the rights holders allow Musechain to issue NFT's certifying the authenticity of the Artworks.

4.1.2 Each Artwork is displayed on the Marketplace with a description of the Artwork including an ownership history, to know which User(s) has(ve) previously owned the Artwork, and the evolution of price of each Artwork. If the User has chosen not to make their name available to other Users, this history will only mention their username.

4.1.3 **The User understands the purchase of NFT from the Musechain marketplace does not mean ownership rights to the physical artwork unless explicitly specified by Musechain and any partners.**

5. Personal Data

Musechain collects and processes some User's Personal Data.

As such, Musechain is responsible for processing within the confines of UK Legislation.

The User may access further information regarding the processing carried out and the rights it has in the Privacy Policy of the Website.

6. Taxation and social security obligations

6.1 The User is solely responsible for declaring the income from her/his Sales of the Artworks to the competent Tax and Social Security Administration. The User is informed that receiving Cryptocurrency in return for the sale of her/his Artwork is likely to constitute an income subject to tax and social contributions.

7. User's liability

7.1 The User shall abide by any obligation imposed upon her/him by these TCS. The User undertakes to use the Website, the Marketplace and the Services only in accordance with the TCS. The User undertakes that she/he will not use the Website, the Marketplace, and/or the Services fraudulently. The User assumes full responsibility for any breach of the TCS. In case of breach of the TCS by the User, the User is informed that her/his User Account may be suspended or deleted, without prior notice or compensation.

7.2 The User is solely responsible for the data, files and other content that she/he enters into the Website and in the course of using the Services. In particular, the User is responsible for the accuracy and legality of such data, files and other contents.

7.3 The User shall remain personally and fully responsible for all legal obligation incumbent on her/him, in particular in relation to tax and social security obligations.

7.4 The User is fully responsible for maintaining the confidentiality of her/his password. Musechain will not be liable for any unauthorized access to a User Account resulting from the loss or theft of a password.

8. Musechain liability

8.1 Musechain undertakes to provide its best efforts to ensure the Services. Musechain is subject to the limitations and characteristics of telecommunications networks and services, and therefore cannot be held responsible for any malfunction or interruption of the Services due to the coverage of the Internet or mobile phone networks, regardless of the duration or cause. However, Musechain will use its best efforts to try to resolve such difficulties as soon as possible.

8.2 Musechain shall not be held liable for:
the deletion of any Services at its sole discretion, or for any change in legislation which renders the Services unavailable in whole or in part;
breakdowns or malfunctions of the Website, Marketplace and/or the Services;
any illegal use of the Website, Marketplace and/or Services by a User;
a malfunction or a cyberattack;
any event linked to data entered by a User or a setting made by a User.

8.4 In any case, and in the event of failure of the Services, Musechain shall only be responsible for direct and reasonably foreseeable damage, unless otherwise provided by law or regulation. Indirect damages are expressly excluded.

9. Intellectual Property

9.1 Buying an Artwork on the Platform does not mean that the User becomes the holder of the Intellectual property rights attached to the Artwork. If the Artwork relates to a physical object the User has no rights of ownership in that physical object.
The User is granted a limited, worldwide, non-assignable, non-sublicensable, royalty free license to display the Artwork legally owned and property obtained on the Marketplace. This right includes the right to display or perform the Artwork privately or publicly for the purpose of promoting or sharing the User's ownership or interest in the Artwork for example on social media platforms, websites, blogs, digital galleries, or for the purpose of sharing, promoting, discussing or commenting on the Artwork.

9.2 Users have the right to exhibit their Artworks online for noncommercial purpose, and/or sell and/or transfer their Artworks but cannot make any commercial use of the Artwork including for example by selling copies, selling access to an Artwork, selling derivative works embodying the Artwork, or otherwise commercially exploiting the Artwork.
Users shall not nor permit any third party to:
modify, distort, mutilate, or perform any other modification on the Artwork;
use the Artwork to advertise, market, or sell any products or services;
use the Artwork in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
incorporate the Artwork in movies, videos, video games, or any other forms of media for a commercial purpose, except to the limited extent that such use is expressly permitted by these TCS or solely for the User's personal, non-commercial use;

sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the Artwork;
attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Artwork;
attempt to mint, tokenize, or create an additional cryptographic token representing the same Artwork;
falsify, misrepresent, or conceal the authorship of the Artwork.

9.3 Any subsequent transfer of an Artwork will immediately terminate the former owner's rights on the Artwork, which will automatically be transferred to the new owner.

9.4 The User grants Musechain the exclusive, transferable, sublicensable, free of charge right, for the whole word, to represent and/or reproduce any content that she/he published on the Website.

9.5 All intellectual property rights attached to any content published on the Website, excluding the content generated by the Users, are the property of Musechain or its partners, and are provided free of charge to Users, within the exclusive framework of the use of the Website. Therefore, any unauthorized use of these contents is unlawful.

9.6 Musechain is the database producer of all databases published on the Website. The User is forbidden to extract any qualitatively and/or quantitatively substantial data without prior authorization from Musechain.

10. Waiver of the Withdrawal Right

Given the digital nature of the Artwork and NFT's technical functioning, the withdrawal period will not apply in case of purchase of an Artwork from Musechain.

BY PURCHASING AN ARTWORK ON THE WEBSITE, THE USER EXPRESSLY WAIVES HER/HIS RIGHT OF WITHDRAWAL.

11. Dispute and mediation

11.1 In the event of a dispute arising between Musechain and a User, the latter undertakes to send an email to Musechain, explaining the purpose of her/his request, and providing any information relating to the subject and scope of her/his request, with the aim of finding an amicable solution: hello@musechain.org

11.2 The Consumer is informed that before referring any dispute to a third party, she/he must first attempt to resolve the dispute directly with Musechain.

12. General Stipulations

12.1. Good Faith

The Parties agree to perform their obligations in good faith.

12.2. Sincerity

The Parties sincerely declare these commitments.

As such, they declare that they are not aware of any circumstances which, if they had been communicated, would have altered the consent of the other Party.

12.3. Titles

In the event of difficulties of interpretation resulting from a contradiction between any of the headings appearing at the beginning of the articles herein and any of the articles, the headings will be declared non-existent.

12.4. Nullity

If one or more stipulations of these TCS are held to be invalid or declared as such in application of a law, a regulation or following a decision that has become final and conclusive by a competent court, the other stipulations will retain their full force and scope. Musechain will then amend the TCS.

12.5. Absence of waiver

No act, delay in acting or any other attitude, passive or active, on the part of one of the Parties shall be deemed to constitute for that Party a waiver of any of the rights and actions of which it is a creditor under the TCS, unless such waiver is evidenced in writing signed by a duly authorized representative.

12.6 Proof and agreement of proof

The online acceptance of these TCS by electronic means shall have the same evidential value between the Parties as the agreement on paper.

The computerized records kept in Musechain's computer systems shall be kept under reasonable conditions of security and shall be considered as proof of communications, orders, and payments between the Parties. They shall be deemed authentic until proven otherwise.

Contractual documents, orders and invoices shall be archived on a reliable and durable medium that can be produced as proof.

13. Language

These TCS have been drafted in English.

If these TCS are translated into a foreign language, the English version shall prevail over any other translation in the event of any dispute, litigation, difficulty in interpreting or executing these TCS.

14. Operating Law

These TCS are governed by United Kingdom law.

15. Operating jurisdiction

In case of dispute, the User may seize the competent jurisdiction with territorial jurisdiction under the law. In the event of no mandatory jurisdiction by the law, only United Kingdom legislation will be competent.