

Clonely.io Intellectual Property Agreement

Effective Date: 01/09/2024

This **Intellectual Property Agreement** ("Agreement") governs the ownership, protection, and use of intellectual property rights ("IP") related to the Clonely.io platform, its products, services, content, and technologies. By accessing or using Clonely.io ("Platform"), you ("User," "Client," "Customer") agree to the terms outlined in this Agreement. If you do not agree with any of these terms, please refrain from using the Platform.

1. Ownership of Intellectual Property

All intellectual property rights, including but not limited to trademarks, copyrights, patents, trade secrets, designs, and proprietary technologies associated with the Platform, are the exclusive property of **Clonely.io** or its licensors ("Company"). This includes, but is not limited to:

- **Website Content:** All text, images, videos, designs, logos, icons, software code, and overall design elements of the Platform.
- **Technology:** Proprietary software, algorithms, NFT-related technology, blockchain systems, and any other tools or functionalities developed or utilized by the Company.
- **Trademarks and Logos:** Any distinctive names, logos, or brand identities used by Clonely.io, whether registered or unregistered.
- **Products and Services:** All digital products sold on the Platform, including NFTs (Non-Fungible Tokens), provide users with access to the Platform's services and potential shares in the Company, but the IP associated with these products remains the property of the Company.

2. Non-Exclusive License for Use

Subject to your compliance with this Agreement, Clonely.io grants you a **limited, non-exclusive, non-transferable, revocable license** to access and use the Platform, including any content made available to you. This license is for personal or commercial use of the Platform's services and products, as explicitly stated. However, this license does not transfer any ownership of the IP.

Users may:

- View and interact with the Platform's content and services for lawful purposes.
- Purchase, own, and resell NFTs in compliance with the terms of the Clonely NFT Agreement.

Users may **not**:

- Reproduce, distribute, modify, or create derivative works of any content or technology without express written permission from Clonely.io.
- Reverse-engineer or attempt to extract source code from the Platform or its services.
- Use any of the trademarks, logos, or branding elements without prior written consent.

3. NFT Intellectual Property

NFTs sold on the Clonely.io platform provide access to services and entitle the user to participate in the economic benefits of the Company, but **ownership of the NFT does not confer ownership of the underlying intellectual property**. The Company retains all IP rights associated with the designs, content, or technology represented by the NFTs.

For clarity:

- Purchasing an NFT grants the buyer ownership of that specific NFT and the right to use it in accordance with Clonely.io's terms, but the buyer does not own any copyright or other IP rights to the digital file associated with the NFT.
- The buyer may display, share, or resell the NFT within the permitted scope but cannot modify, distribute, or otherwise exploit the digital file or underlying content commercially without written consent from the Company.

4. User-Generated Content

If you submit any content, such as feedback, reviews, ideas, or suggestions to Clonely.io ("User Content"), you hereby grant the Company a **worldwide, perpetual, irrevocable, royalty-free, sublicensable, and transferable license** to use, modify, distribute, reproduce, display, and otherwise exploit such User Content for any purpose.

You represent that:

- You own or have the right to use any User Content submitted.
- The User Content does not infringe any third-party intellectual property rights or violate any laws.

5. Infringement and Violations

Clonely.io respects the IP rights of others and expects its users to do the same. If you believe your work has been copied or misused in a way that constitutes copyright infringement or another IP violation, please contact us at [Insert Contact Email] with the following information:

- A description of the IP you believe has been infringed.
- A description of where the alleged infringing material is located on the Platform.
- Your contact information (name, email, and address).
- A statement that you have a good-faith belief that the use of the material is not authorized by the IP owner or the law.

Upon receiving a valid complaint, we will take appropriate action, including but not limited to removing the infringing material and terminating the accounts of repeat offenders.

6. Termination of IP License

Clonely.io reserves the right to terminate or revoke any licenses granted under this Agreement at any time if users are found in violation of the terms. Upon termination, you must cease all use of the Platform's intellectual property and destroy any copies, whether in physical or digital form, that you possess.

7. Limitations of Liability

Clonely.io is not responsible for any claims, damages, or losses resulting from the misuse or misappropriation of intellectual property rights by users or third parties. The Company will take reasonable measures to protect its IP and the rights of others, but users are responsible for ensuring their own compliance with applicable IP laws.

8. Modifications to This Agreement

We reserve the right to update or modify this Agreement at any time, with changes effective upon posting. It is your responsibility to review this document periodically for any updates. Continued use of the Platform following the posting of changes will constitute your acceptance of the revised terms.

9. Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of the **British Virgin Islands (BVI)**. Any disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction of the courts of the British Virgin Islands.

10. Contact Information

If you have any questions about this Agreement or concerns about intellectual property rights, please contact us at:

Clonely.io

Email: support@clonely.io

Intershore Chambers, Road Town, Tortola,
British Virgin Islands.