**Terms & Conditions**

Last Updated: December 21, 2021

This website is operated by Empyreals. Throughout the site, the term « Empyreals », « we », « us » or « our » as the context may require, refer to EMPYREALS. By visiting our site and/or purchasing something from us, you engage in our Service and agree to be bound by the following terms and conditions.

We reserve the right to update, change or replace any part of these Terms of services without prior written notice at any time, and it is your responsibility to periodically review these Terms of Uses to stay informed of updates. Any changes to the Terms will be in effect as of the « last updated » referenced on the site.

Your continued use of this site after the last updated dates will constitute your acceptance of agreement.

By visiting the website of our products merchants, in particular [www.opensea.io](https://opensea.io/), you also engage and agree to be bound by their terms and conditions.

This website is for informational purposes and serves as a binding contract for purchasers of EMPYREALS NFTs.

Empyreals is a generative collection of digital artwork (NFTs) housed and run on the Ethereum Network. Users and Collector of these NFTs are solely responsible for the safety and the management of their own private assets, which include but are not limited to Ethereum Wallets, validating all transactions and contracts generated by this website prior to and after purchases.

Users certify through purchase that they understand that, as the Empyreals smart contract runs on the Ethereum network and is bound by their system and terms, there is no ability to undo, reverse, or restore any transactions.

Any connected services included this website are provided “as is” and “as available” without any warranty of any kind. Use of this website constitutes your agreement that you are accepting sole responsibility for any and all transactions involving Empyreals digital collectibles.

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence.

You may not use our products and/or services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

**Ownership**

When you purchase your Empyreals NFT, You Own the NFT: the ownership is transferred to you on the Ethereum blockchain for that individual piece of Art combination of traits and number. Ownership of the NFT is ruled by the smart contract and the Ethereum Network terms. We, Empyreals, have no ability to alter, freeze, seize or modify the ownership of any Empyreals NFT.

**Personal Usage**

Subject to your continued acceptance with these terms, Empyreals allows you a worldwide, royalty-free licence to use, copy and display the purchased Art, along with any derivative artwork or extensions that you could create or use, limited by the following purposes : (i) for your own personal, non-commercial use; (ii) as part of a marketplace that allows the purchase and sales of you Empyreals / NFT, as long as the marketplace cryptographically verifies that you are the owner, to ensure that only the actual owner have the right to display the Art; or (iii) as part of a third party website or application that permits the inclusion, involvement or participation of your Empyreals, provided that the website or the application cryptographically verifies each Empyreals owner’s right to display the Art for their Empyreals, to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the actual owner of the Empyreals leave the website or application.

**Commercial Usage**

Subject to actual owner of Empyreals NFTs continued compliance with these Terms, Empyreals grant you an unlimited, worldwide licence to use, copy and display the purchased Art for the purpose of creating derivative works based upon the Art (« COMMERCIAL USAGE »). The only exception being not to carry out 3D modelling (sale of figurines) because we reserve it for the physical part of our drop. Examples of specified Commercial Use would be the use of the Art to produce and sell physical merchandise products (T-Shirt, Posters, etc.) displaying copies of the purchased Art. Please be aware that nothing in this section will be deemed to restrict you from (i) owning or operating a marketplace that permits the use and sale of Empyreals generally, provided that the marketplace cryptographically verifies each Empyreals owner’s right to display the Art of their Empyreals to ensure that only the actual owner can display the Art; (ii) owning or operating a third party website or application that permits the inclusion, involvement, or participation of Empyreals generally, provided that the third party website or application cryptographically verifies each Empyreals owner’s rights to display the Art for their Empyreals to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased Empyreals leaves the website/application; or (iii) earning revenue from any of the foregoing.

Further Empyreals reserves the right to use ANY character, including: print or digital advertising, or any purely creative media (including short film, anime, etc.) in support of the Empyreals community and message.

However, you cannot use the artwork in connection with images of hatred, violence or any other inappropriate behaviour. The License granted in above only applies to the extent that you continue to own the relevant NFT. If at any time you trade, donate, giveaway, transfer or otherwise dispose of your NFT for any reason, the license granted above will immediately expire, without notice, and you will have no further right in or to the artwork of this NFT.

**Empyreals IP**

Other than the rights to the Art, nothing gives you any rights to any other trademarks or other intellectual property rights belonging to Empyreals including, without limitation Empyreals, EMPYREALS and the associated logos. All of these rights are expressly reserved in the name of Empyreals.

**Feedback**

You can submit comments, bug reports, ideas about the site or the project. By submitting any feedback, you agree that we are free to use them in any way we choose without additional compensation to you and you hereby grant us a perpetual, irrevocable, nonexclusive worldwide licence to incorporate and use the feedback for any purpose.