

TERMS AND CONDITIONS

Moggie Rescue Club is a collection of digital artworks (NFTs) running on the Ethereum network. This website is only an interface allowing participants to exchange digital collectibles. Users are entirely responsible for the safety and management of their own private Ethereum wallets and validating all transactions and contracts generated by this website before approval. Furthermore, as the Moggie Rescue Club smart contract runs on the Ethereum network, there is no ability to undo, reverse, or restore any transactions.

This website and its connected services are provided "as is" and "as available" without warranty of any kind. By using this website you are accepting sole responsibility for any and all transactions involving Moggie Rescue Club digital collectibles.

By purchasing an NFT from the Moggie Rescue Club collection, buyers will become official members, as one NFT equals one membership. This membership comes with :

- Exclusive access to our live cams into the Moggie Rescue Club Cat Sanctuary
- Exclusive access to our virtual Cat adoption program through the blockchain
- Exclusive access to future NFT collections & merchandising
- Exclusive access to a voting system regarding the Sanctuary
- Other perks that will be publicly revealed within the project's growth

Profits (after break-even), generated by the mint phase will be fully used to develop the Cat Sanctuary and guarantee its future. Royalties from the secondary market will be fully given to Cat Rescue NGOs, via ETH transfers.

Profits cashed out in EUR to develop the project IRL (Real estate acquisition - Management of the Sanctuary) will be administered by a legal entity created for this purpose, subject to laws and regulations in France. Profits kept in Cryptocurrencies will be held on moggiesanctuary.eth, in ETH and BTC. Members will be updated continuously about the project's growth and development.

OWNERSHIP

- i. You Own the NFT. Each Moggie is an NFT on the Ethereum blockchain. When you purchase an NFT, you own the underlying Moggie, the Art, completely. Ownership of the NFT is mediated entirely by the Smart Contract and the Ethereum Network: at no point may we seize, freeze, or otherwise modify the ownership of any Moggie.
- ii. Personal Use. Subject to your continued compliance with these Terms, you are granted a worldwide, royalty-free license to use, copy, and display the purchased Art, 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 Moggie / NFT, provided that the marketplace cryptographically verifies each Moggie Rescue Club owner's rights to display the Art for their Moggie to ensure that only the actual owner can display the Art; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your Moggie, provided that the website/application cryptographically verifies each Moggie owner's rights to display the Art for their Moggie 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 Moggie leaves the website/application.
- iii. Commercial Use. Subject to your continued compliance with these Terms, you are granted an unlimited, worldwide license to use, copy, and display the purchased Art for the purpose of creating derivative works based upon the Art ("Commercial Use"). Examples of such Commercial Use would e.g. be the use of the Art to produce and sell merchandise products (T-Shirts etc.) displaying copies of the Art. For the sake of clarity, nothing in this Section will be deemed to restrict you from (i) owning or operating a marketplace that permits the use and sale of Moggies generally, provided that the marketplace cryptographically verifies each Moggie owner's rights to display the Art for their Moggie 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 Moggies generally, provided that the third party website or application cryptographically verifies each Moggie owner's rights to display the Art for their Moggie 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 Moggie leaves the website/application; or (iii) earning revenue from any of the foregoing

