



Jump Into Deep Sea, Save The Earth

**Terms and Conditions** 

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Marine Boys Club (NFT) refers to a project on digital art collections that exist on the Ethereum network. Users who purchase or own Marine Boys Club NFT (Marine Boys Club NFT), the NFT content of the Project Marine Boys Club, may use the Marine Boys Club service under the following conditions and are considered to have agreed to use it under the following conditions:

#### Definition

- 1. "Marine Boys" is a digital art content that exists on the Ethereum network and complies with the ERC-721 standard, the Ethereum standard non-fungible Token (NFT) protocol.
- 2. "NFT" is an irreplaceable token that exists on a blockchain network and is a blockchain-based digital asset issued with metadata information about "digital works".

### Marine Boys Club NFT

The Marine Boys Club NFT consists of a total of 100 individual works, and only one per work is issued.

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### Ownership

- 1. When purchasing NFT, the user will only have the right to receive ownership, sales rights, and indefinite resale royalties of the purchased NFT itself, and intellectual property rights and other rights belong entirely to Marine Boys Club and the original.
- 2. In the NFT market of Marine Boys Club, ownership is transferred in a centralized manner, and NFT can be transferred to an external NFT market or personal wallet through 'Transfer'. The transfer of ownership at this time is through smart contracts on the Ethereum blockchain network.

#### Licenses

- 1. Users are granted a worldwide, non-exclusive license (hereinafter referred to as "commercial use") to create and use NFT content and secondary works of Marine Boys Club, provided that they own the NFT of the Marine Boys Club.
- 2. If the ownership of the Marine Boys Club NFT is lost due to any other disposal activities such as sale, transfer, gift, or incineration, the license right will be terminated from the time of loss, and if there is a secondary work created, the work cannot be used.
- 3. Even if you own the Marine Boys Club NFT, you cannot exercise your license right if you use it for the following acts.
- (i) anything that may be considered to infringe on other's rights, such as hatred, intolerance, violence, cruelty, or slander; (ii) drugs (regardless of prescription drugs or generic drugs); other drugs, death, pornography, adult or explicit sexual acts, massage parlour, prostitution, dating or ammunition, (iii) identity or ethnic/religious affiliation Use in connection with (VI) Any use that interferes with our business or damages our reputation or credibility in any manner, including the creation of a platform or service that can compete with the Marine Boys Club

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The burden of risk

The user agrees and acknowledges the following items.

- 1. Regarding the sale of Marine Boys Club NFT by the user, please note that NFT's price fluctuations are extremely severe and are both positively and negatively affected by other NFT's price fluctuations. All risks associated with the purchase and transaction of Marine Boys Club NFT are at your disposal. Therefore, in view of volatility, the purchase of NFTs such as Marine Boys Club NFTs should not be considered an investment, and not all NFTs in Marine Boys Clubs are securities and financial investment products under the Capital Markets Act and the Financial Investment Business Act.
- 2. Ownership of Marine Boys Club means ownership of NFTs solely related to digital works. Therefore, no information contained on this website (or any document mentioned on this website) shall be considered as advice or suggestion for entering into an investment contract. In addition, nothing on this website shall be deemed to be a subscription for purchase of shares, securities or other financial investment instruments, irrespective of jurisdiction. Due to the artistic nature of this project, Marine Boys Club has not been registered or approved by any jurisdictional regulator. Therefore, it is entirely your responsibility to ensure that the Marine Boys Club NFT purchased by you is compliant with the jurisdiction in which you reside.
- 3. You take all risks related to the use of Internet-based currency (including digital assets), including but not limited to hardware, software, and Internet connection risks, malicious software inflows, and unauthorized access to information stored in your wallet by third parties. In addition, due to the irreversible nature of the blockchain (non-recoverable after data transmission), all ownership, sales rights, and indefinite resale royalty receipt rights of NFT products purchased by you are all attributed to you, so you cannot refund NFT products purchased once.
- 4. NFT, digital assets, and blockchain technologies are relatively new, and regulations on them are unclear. New regulations can negatively impact blockchain technology, which can negatively impact the value of your Marine Boys Club NFT. You understand this and take all risks.

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- 5. You are fully responsible for any adverse effects caused by any other issues affecting it, such as disruption or error in the Ethereum blockchain network or Ethereum platform.
- 6. All transactions of NFT transmitted outside are made on the Ethereum blockchain. Therefore, users are fully responsible for security and management of their personal Ethereum wallet (such as the wallet's private key) and for pre-approval verification of all transactions and transactions generated on this website. Because the behavior of Smart Contracts runs on the Ethereum network, it is not possible to cancel, reverse, or restore transactions.
- 7. Ethereum (ETH) paid to the buyer after the buyer deposited the payment in KRW (Hanwha) for the purchase of Marine Boys Club temporarily shows the value of the product price, not the actual Ethereum that can be used in the actual blockchain, and is a virtual Ethereum (point) paid to help understand Ethereum-based transactions. Therefore, Ethereum, which was paid virtually, can only be used to purchase works within the Marine Boys Club platform and cannot be withdrawn or cashed out.

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### Change of Terms of Use

- 1. We may change these terms of use at our discretion. These terms and conditions will be updated continuously on the website, so please check them regularly for any changes. We do not have a separate membership registration process and do not collect your personal information, so we cannot notify you separately.
- 2. Changes to these conditions of use shall be announced in paragraph (1) from 7 days before the application date to the day before the application date along with the current conditions of use by specifying the application date and the reason for revision. However, if you change important regulations on your rights or obligations, you will be notified 30 days before the application date.
- 3. If you continue to access or use the website after the terms of use have been updated, you will be deemed to have accepted the changed terms of use. If you do not agree to the amended terms of use, you will not be able to access or use this website.

### Jurisdiction and governing law

This Terms of Use (including, but not limited to, products purchased or distributed through your website, access and use of NFT, or through the website) shall be governed by and construed in accordance with the laws of the Republic of Korea. The dispute between the company and the user shall be resolved by litigation with the Seoul Central District Court under the exclusive jurisdiction of the first instance court.