

Pre-Order Terms and Conditions

Psalms of Comfort

1st Book Collection

Last Updated: December 19, 2024

These Terms and Conditions (“Terms”) govern your participation in the pre-order program for the Psalms of Comfort digital collectibles (“Psalms of Comfort” or “Project”), offered by SUPER HOW, LTD, registered at 128 City Road, EC1V 2NX, London, United Kingdom (“SUPER HOW?”, “we,” “us,” or “our”). By participating in the pre-order, you agree to these Terms. Please read them carefully.

1. Definition of the Collection

The “**1st Book**” Collection refers to the initial release of Psalms of Comfort digital collectibles based on the 1st Book of Psalms. This collection consists of unique, beautifully designed digital cards, each featuring verses from the Psalms accompanied by custom artwork and spiritual blessings. These collectibles are intended for personal use, trading, gifting, and engagement within the Psalms of Comfort ecosystem.

This definition applies exclusively to the pre-order program described in these Terms and does not cover any future collections or releases under the Psalms of Comfort project.

2. Eligibility

The pre-order program is open to individuals who are at least 18 years old or the age of majority in their jurisdiction. By placing a pre-order, you represent that you meet these eligibility requirements.

3. Pre-Order Purchase

Pre-orders for Psalms of Comfort digital collectibles reserve your right to claim these items upon the start of the main sale (ETA Easter 2025).

By placing a pre-order, you acknowledge that these collectibles are **not financial instruments or investments** and are solely for personal and non-commercial use.

Pre-orders are final and non-refundable unless required by applicable law.

4. Digital Collectibles

The Psalms of Comfort digital collectibles are unique, beautifully designed digital cards based on verses from the Book of Psalms. Collectors may use these collectibles for trading, gifting, or building their collections.

5. Claiming Collectibles

You will be notified via email when the main sale begins, and instructions will be provided for claiming your collectibles.

It is your responsibility to ensure secure access to your digital wallet for claiming and storing the collectibles. SUPER HOW? is not liable for any loss of access or misuse of your wallet.

6. Charitable Contribution

A substantial portion of the proceeds from the pre-order program, estimated to be between **30-50%**, will be allocated to **charitable initiatives** as outlined in Section 6. These initiatives may include, but are not limited to:

- **Humanitarian relief programs** through organizations like the Order of Malta.
- **Faith-based education programs** aimed at supporting youth and vulnerable communities.
- **Mental health support** initiatives and programs for **community development** focused on poverty alleviation and welfare.

Purchasers understand and agree that the funds raised through the pre-order program will **not** be refundable unless required by law, and that the allocation to charitable initiatives is an integral part of the project's mission.

7. Use of Pre-order Proceeds

The proceeds from the pre-order program will be allocated to support the creation, development, and delivery of the *Psalms of Comfort* collection. This includes funding for the creation of artwork, platform maintenance, marketing and dissemination efforts, and other associated costs related to the project's production and operations. These proceeds will also cover licensing fees, partnerships, and operational expenses.

By participating in the pre-order program, you acknowledge and agree that your contribution will support both the charitable mission of the project and its overall realization. Your participation ensures the development and distribution of the collection and the continued functionality of the platform.

8. Refunds and Cancellations

All pre-order payments are **final** and **non-refundable** except where required by applicable consumer protection laws under UK law. In the event of a **material change** to the project (e.g., non-viability of the collection, significant changes to the scope of the project), purchasers will

be notified and may be eligible for a refund in accordance with applicable law. Purchasers acknowledge that no refunds will be provided in cases where the project proceeds as initially planned or if the funds are redirected to charity due to non-viability.

9. Intellectual Property

All designs, artwork, and content associated with the Psalms of Comfort collectibles are the intellectual property of SUPER HOW? and are protected under applicable laws. Purchasing a digital collectible grants you limited rights to use, display, and trade the item but does not confer ownership of the intellectual property.

10. Use of BeMy.Digital Platform

Pre-orders will be facilitated through the BeMy.Digital platform. While SUPER HOW? operates the platform, BeMy.Digital serves as the technical environment for minting, trading, and managing the collectibles.

11. Risk Acknowledgment

By participating in the pre-order program, you acknowledge the following risks and agree to accept full responsibility for your participation:

- **Digital collectibles are not financial instruments**, nor are they subject to UK financial regulations, including those of the FCA. Their value is subjective and can fluctuate based on market demand and other factors.
- **Blockchain technology risks**: You acknowledge the inherent risks associated with blockchain-based technologies, including, but not limited to, the **loss of private keys, wallet breaches, platform disruptions, and technical failures**. These risks are beyond our control, and SUPER HOW? cannot be held liable for losses due to such issues.
- **Personal responsibility for wallet security**: It is your responsibility to ensure the **security of your digital wallet** and other private information associated with claiming, storing, and trading your digital collectibles.

12. AML and KYC Compliance

To comply with applicable **UK Anti-Money Laundering (AML)** and **Counter-Terrorist Financing (CTF)** laws, SUPER HOW? may require identity verification (KYC) from pre-order participants. This process will be carried out securely and in accordance with data protection regulations.

- Failure to complete the required **identity verification (KYC)** may result in the **suspension or termination** of your ability to claim the digital collectible asset.
- If you fail to comply with the **KYC requirements**, you will not be eligible to claim your pre-order collectibles, and **no refunds** will be provided, unless required by applicable law.
- We will use your personal information solely for the purpose of verifying your identity and complying with **regulatory obligations**.

13. Privacy and Data Protection

By participating in the pre-order program, you consent to the collection and processing of your personal information in accordance with our [Privacy Policy](#). Your data will be used solely for purposes related to the project, including notifications and updates.

14. Limitation of Liability

To the fullest extent permitted by law, SUPER HOW? shall not be liable for:

- Any **indirect, incidental, or consequential damages** arising from your participation in the pre-order program, including damages resulting from loss of access to the platform or digital collectibles.
- Losses resulting from **technical issues**, third-party **platform failures, user errors, or issues related to blockchain technologies**.
- SUPER HOW? will not be liable for any loss or damage that is **not foreseeable** or arises from circumstances outside our control, including, but not limited to, **wallet security breaches, loss of private keys, or unforeseen technical failures**.

15. Non-viability of Project and Allocation of Funds

In the event that the pre-order program does not generate a **sufficient budget** to cover the full creation, development, and delivery of the Psalms of Comfort collection, SUPER HOW? will take **reasonable steps** to assess and mitigate the financial shortfall. This may include:

- Adjusting the **scope** of the project to align with available funds.
- Seeking **additional funding** or partnerships to ensure the continuation of the project.
- Offering a **partial release** of the collection if feasible.

If the project is deemed **non-viable**, any remaining funds, after covering operational expenses for platform maintenance, artwork creation, and other associated costs, will be **redirected to charity** as outlined in Section 6. Participants acknowledge that the funds will be used for charitable initiatives if the project is not viable, and **no refunds** will be issued unless required by law.

16. Termination and Modification

SUPER HOW? reserves the right to **modify, suspend, or terminate** the pre-order program or any of its aspects at any time, with or without notice, subject to the following conditions:

- **Modification or termination** will be communicated to participants, and any substantial changes will require participants' consent for continued participation.
- If the program is terminated or modified, **participants will be given reasonable notice** and will have the opportunity to request a **refund** in accordance with applicable law.

- In the case of termination, all funds will be allocated according to the **project's original mission**, including charitable contributions and operational expenses as outlined.

17. Governing Law

These Terms and your participation in the Psalms of Comfort pre-order program shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of laws principles.

18. Regulatory Compliance

SUPER HOW? adheres to all applicable laws and guidance from the Financial Conduct Authority (FCA) regarding cryptoassets and digital collectibles. The collectibles offered in this pre-order program are utility tokens and do not provide ownership, voting rights, or financial returns.

19. Contact Information

If you have any questions about these Terms or the Psalms of Comfort pre-order program, please contact us at:

- **Email:** dm@bemy.digital
- **Address:** SUPER HOW, LTD, 128 City Road, EC1V 2NX, London, United Kingdom

By participating in the Psalms of Comfort pre-order program, you acknowledge that you have read, understood, and agree to be bound by these Terms.