

Terms and Conditions

Scope

1. ETCBits (the "Service") is an online website that enables registered users (the "User") to acquire, collect and exchange collectible digital card featuring 3d Meebit image (the "Collectible") and the underlying token based on blockchain technology (the "NFT"). The Service is available on the website <https://etcbits.com/> (the "Website") and allows its Users to buy, transfer, sell or exchange collectible cards, either within the Service or third parties.
2. For more information, users are invited to consult the FAQ (<https://etcbits.com/>) where all information relating to the Service and answers to questions frequently asked by Users are available for viewing.
3. These T&Cs apply, without restriction or reservation, to any use of the Services offered by the Service to consumers and non-professional Users on its Website. At the time the User decides to sell a Collectible on the Marketplace, he/she fully and unconditionally accepts these T&Cs.
4. In the case of using any of the services offered by Service, including the purchase of Collectibles the User acknowledges that he/she has, in their country, the capacity to contract and to subscribe to the Service and declares that he/she has read and accepted the T&Cs, accepted T&Cs without any restriction or reservation of these T&Cs.
5. Unless proven otherwise, the data recorded in the service provider's database constitutes proof of all transactions concluded by the User and the Service via the website.
6. These T&Cs can be accessed at any time on the website and will prevail over any other version or any other contradictory document.
7. As these T&Cs may be subject to subsequent modifications, the version applicable to the User's purchase is the one in force on the website on the date the user places the order.
8. The Service may contain links or content from third-party websites or resources ("Third-Party Services"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. The Service is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by the Service of such Third-Party Services.

Account

Account creation and access

1. Any User can create an account on the Service by:
 - by connecting the crypto wallet to the website
2. The Service shall not be held liable for the loss or theft of a access data to the user's crypto wallet by the User, or by the resulting account impersonation.
3. with the connection of the user's crypto wallet to the Service website, the Service gains access only to the public address of the user's wallet and to all public information available using the address.

The service is not responsible for any operations performed by the user using his personal private data.

4. It is the User's responsibility to take all measures to secure access to his/her data

Deletion

The operating conditions of the user's crypto wallet are governed by the service that provided the crypto wallet.

The Service is not responsible under any circumstances for the loss of the Collective Property as a result of difficulties in the operation of the user's crypto wallet service.

Wallet

1. The Service provides each account with the ability to connect an external wallet to ensure the conservation and the use of the Collectible and Cryptocurrency within the Service.
2. Users are free to use the Wallet to execute transactions within the Service. He/she may credit or debit the Wallet with his/her own Cryptocurrency and Collectibles at any point in time, within the limits defined by the Service.
3. The Service should not be held liable for any technical default, hacking or loss of the data stored on the Wallet.

Services

Collectible features and characteristics

Collectibles are issued by the Service based on a level of scarcity specified on each item. The rarity of Collectibles is determined by its attributes, description and type. The scarcity of a Collectible is guaranteed by the underlying NFT, that can be monitored directly on the blockchain.

Issuance of Collectible

The Service offers Collectibles for mint and further sale on the marketplace.

BY PURCHASING A COLLECTIBLE ON THE WEBSITE, THE USER EXPRESSLY WAIVES HIS/HER RIGHT OF WITHDRAWAL.

Transfer and exchange

1. The user has the possibility to withdraw his/her Collectibles from the Service's account, as well as to exchange his/her Collectibles on the Service's Marketplace or through a third-party-service.
2. The Service is under no circumstances liable for any damage that may occur during the transfer, withdrawal, or exchange of Collectibles outside of the Service.

Support

1. Support is available at this email address: support@etcbits.com.
2. The Service undertakes to respond as fast as possible, depending on the number of requests in process.

Marketplace

1. The Service provides a Marketplace that allows Users to exchange amongst them Collective against Cryptocurrency or Collectible.
2. This article shall apply only to the relations between Buyer and Seller in the context of the exchange of a Collectible on the Website.
3. The use of the Marketplace is subject to the unconditional acceptance and respect of these T&Cs.

Sale and exchange

1. Users holding Collectibles have the ability to sell them throughout the Marketplace when the Collectible is available.
- 2. At the time of the sale, the User chooses a price for which he / she would like to sell his/her Collectible. The Service does not intervene in any way in the sale between Buyer and Seller within the Marketplace. Consequently, the Service never acts as a counterpart to this sale and does not take part in the determination of the price.**
3. After the sale the Collectible is no longer accessible by its owner. At the end of the sale, the Collectible is automatically transferred to a buyer.
4. It is expressly agreed that payment for the Collectible will be made using the Cryptocurrencies supported by the Service. Payment will be made concurrently with the transfer of the Collectible to the last bidder. The Seller shall bear the exchange-rate risk on the value of the Cryptocurrency into fiat currency at the time of transfer and at the end of the sale.

Tax and social security obligations

1. The Service draws the attention of the Users that receive Cryptocurrencies in return for the sale of their Collectibles is likely to constitute an income subject to tax and social contributions.
2. It is the Users sole responsibility to declare the income from the Sales of their Collectible to the competent Tax Administration and Social Security Administration.
3. The Service does not bear any responsibility for the User's failure to provide information necessary to comply with the tax or other legislation of the country of which the user is a resident.

Disputes on the Marketplace

1. As part of its Marketplace service, the Service acts as a mere intermediary between Sellers and Buyers. As such, the Service shall not be held liable for damages caused by a sale, due to the price or an act done by one of the parties.
2. In addition, the services provided through the Marketplace exists only between the Buyer and the Seller. The Service's responsibility cannot be incurred in respect of such services from which the Service is unconcerned.
3. Therefore, any claim must be addressed by the Buyer to the Seller. The Seller is solely responsible for the processing of the claim. Nevertheless, the Service reserves the right to take part in arbitration, in its discretion, if the Seller does not provide a response to a request nor a settlement to a dispute.

Liability of the Users

1. The User guarantees the Service against any breach, exceeding the foreseeable risk, that could result from the use of the Service by a User.
2. The User undertakes to use the Service only in accordance with the T&Cs. It is not authorized to reconstruct the Service, decompile, disassemble or circumvent the technical restrictions it contains, except to the extent that such operations would be permitted by applicable laws. It is also prohibited to lend, rent, lease, resell, transfer or host the Service to or for third-parties, unless this is authorized by the Service.
3. The User guarantees the Service against fraudulent, unfair or bad faith use of the service, in particular if this interferes with the use of the service by other Users.

4. The Service reserves the right to suspend or delete a User's account in violation of these T&C, without prior notice or compensation to the User.

Liability of the Service

Service content

1. As a hosting provider, the Service is subject to a limited liability regime on E-commerce.

2. The Service cannot be held liable for the content released by the Users as well as the contents exchanged between them and gives no guarantee, express or implicit, in this respect. The Service is a third party to Users relationships and thereby excludes any liability in this regard.

Liability limitation

1. The Service undertakes to implement all the necessary means to ensure the best delivery of the services provided. However, the Service can only be bound by an obligation of the best endeavour.

2. In the event of failure of the Service, it shall be liable only for direct and reasonably foreseeable damage, unless otherwise provided by law or regulation. Indirect damages that may result from failure or use of the Service are expressly excluded.

In any event, the Service may not, unless otherwise provided by law or regulation, be held liable beyond the amounts invoiced to the User by the Service during the last twelve months.

3. In particular, the Service shall not be held liable for:

- breakdowns or malfunctions of the services offered that are not the responsibility of the company;
- data losses of Users not being imputable to it;
- an unusual or illegal use of the services offered, by a third party or by a User;
- direct or indirect damage resulting from the use of the Service offered;
- a malfunction or cyber attack;
- an adverse event during the sale, both in the course of the process and at the stage of establishing the price ;

Intellectual property

Users' content

1. The User grants to the Service the right of exclusive exploitation, transferable, sublicensable, free of charge, for the whole world on the content he/she produces on the Service (team composition, team name, etc.).

2. The rights granted include the right to reproduce, represent, distribute, adapt, modify, create a derivative work, translate all or part of the content by any means, in any form whatsoever and on all media known or unknown to date as part of the service of the Service or in line with its activities, and this for commercial purposes and advertising, as well as to broadcast on social networks that the Service uses.

Service content

1. All intellectual property rights on the website content, excluding the Users generated content, are the Service property. They are provided free of charge within the exclusive framework of the use of the Service. Therefore, any use of these contents without the prior permission of the Service is unlawful.

2. The Service is the service's database producer. Any unauthorized extraction or reproduction is strictly prohibited.

Privacy policy

Personal data

1. The Service is required to collect some Users' personal data, by any means and, in particular, during the User wallet connection. The communication of the personal data requested by the Service by Users is strictly necessary for the services performance. Therefore, its communication is essential for the fulfillment of the parties' contractual obligations. Consequently, without the requested information, the Service will not be able to establish contractual relations with the User.
2. Users agree that their personal data will be transmitted by the Service to other Users or, if needed, to their representatives, for the sole purpose of enabling the Service performance and under the provided conditions for herein.
3. The personal data collected by the Service shall be stored for the time necessary to fulfill the Parties contractual obligations, subject to the legal obligations of the Service.
4. The Service implements appropriate technical and organizational measures to ensure the security of personal data collected from its Users. However, in case of doubt by the User on the security of the protection of his personal data and in particular, on the security of his personal account, the User agrees to expose his situation to the Service as soon as possible.
5. Users have the right to access, rectify and delete their personal data. Anyone may also, for legitimate reasons, oppose the processing of their data. Users may exercise these rights at any time by sending their request to the support email address : support@etcbits.com.

Cookies

1. During the consultation of the Service, cookies may be registered on the User's electronic communications equipment to make the website use easier and to collect statistics relating to attendance and access.
2. Cookies are text files that the website records on the terminal from which it is accessed in order to store various technical data to facilitate the website use and to collect statistical information about its Users.
3. Users are informed beforehand of the store on their terminal information. Users are free to accept or refuse the storage of cookies. Continuing to navigate on the website after having been informed means that the User accepts the data collection of cookies.

Hyperlink

The Service may contain hypertext links redirecting to third party websites. The Service has no control over these sites and declines all responsibility for access, content or use of these sites.

Amendment

1. The Service reserves the right to modify or stop the accessibility of all or part of the services and/or the Website or Applications at any time.
2. The Service reserves the right to modify, at any time, all or part of the T&Cs. Users' use of the Service constitutes their acceptance of the T&C amendment. The applicable version of the T&Cs is the latest version published on the date of use of the services offered by the Service.

Non waiver

1. Failure by the Service at any time to require the other party to perform any of its obligations under these T&Cs will not affect the right of the Service to request their execution thereafter.

2. The nullity of any clause of these T&Cs does not affect the validity and the obligation to respect the other clauses.

Dispute and Mediation

1. In the event of a dispute arise between the Service and a User, the latter undertakes to inform the Customer Service Department at the following address: support@etcbits.com taking care to specify his contact details and to provide any information allowing to appreciate the origin and the implications of the dispute.