

Terms and Conditions

These Terms and Conditions (the "**Terms**") are applicable to the services ("**Services**") provided by BLCK MSCL INCORPORATED (the "**Company**") in relation to the use of the [INSERT WEBSITE NAME] website ("**Website**"), the digital assets created and distributed by the Company ("**NFTs**"), the products created and distributed by the Company through this website ("**Products**"), the transaction of NFTs and Products, and the rights and obligations between the Company and the users (each a "**User**"). You must agree to these Terms by reading the entire Terms before using this website or purchasing any items.

Chapter I. General Rules

Article 1. Application

The purpose of the Terms is to set forth the terms and conditions for the Services, transactions, and use of the NFTs, the transaction of Products, and the rights and obligations between the Company and the User. The Terms apply to all aspects of the relationship between the Users and the Company in connection with the access to, and use of Services, transactions, and use of NFTs and Products.

Article 2. Agreement to The Terms

1. All Users shall use the Service (including the implementation of transactions of NFTs and Products under the Services and usage of NFTs and Products in accordance with these Terms. Users may not use the Service unless they agree to these Terms.
2. Users must be 18 years old to use the Service and Users who consent to these Terms unequivocally affirm that they are at least 18 years old at the time of accessing the Service.
3. Furthermore, if Users will be using the Service on behalf of, or for the purposes of, a business enterprise, then such business enterprise must also agree to these Terms prior to using the Service.
4. If there are separate terms applicable to the Service, NFTs or Products, Users shall also comply with such terms as well as these Terms in using the Service or any NFTs.

Chapter II. NFT Services

Article 3. NFT Services

1. The Company will provide and grant access to purchase certain NFTs through the Services. Users may use the Service and gain NFTs only under the terms and conditions stipulated in these Terms and by following the methods set forth by the Company.
2. In order to receive NFTs through the Services, Users must possess a wallet account provided by services designated by the Company ("**Wallet**") to manage the NFT. The User acknowledges and agrees that the User will need to provide the Company with the address (a character string used to designate a party when sending or receiving NFTs. The same shall apply hereinafter for Users' Wallet to receive the NFT.
3. Payments for the Services shall, unless otherwise specified by the Company, be made by the [INSERT DESIGNATION FOR PURCHASES] ("**XXX**").

Article 4. Establishment of NFT Owner Agreements and Granting of NFTs

1. If the User proposes to gain an NFT, the User shall notify the Company of all necessary information (including without limitation, the Wallet account address to receive the NFT) in the manner specified by the Company. The Company's acceptance of such proposal shall establish an agreement to grant the NFT ("**NFT Owner Agreement**").
2. The User shall deliver to the Company the quantity of **[PAYMENT METHOD]** specified by the Company in exchange for the NFT in the manner specified by the Company promptly after the establishment of the Individual NFT Agreement (provided however, if there is a date to be separately specified by the Company, no later than that date). Any costs incurred in sending such **[PAYMENT METHOD]** shall be borne by the User.
3. Upon receipt of the **[PAYMENT METHOD]** outlined in the preceding Paragraph, the Company shall, subject to the satisfaction of all of the following conditions unless waived by the Company in writing, send the NFT to the Wallet account address notified by the User.

- a) The Company has agreed to grant the NFT to the User.
- b) The representation and warranties made by the User pursuant to Article 16, and all information the User has provided to the Company concerning the Individual Agreement are true and accurate at the time of the establishment of the NFT Owner Agreement and the granting of the NFT.
- c) The User understands and accepts the risks outlined in Article 5.
- d) The User has not violated any of the Terms or the NFT Owner Agreement.

4. The User acknowledges that it may take a certain amount of time to grant the NFT due to system limitations and the **[xxxxx Network??]**, and agrees that it may take time from the establishment of the NFT Owner Agreement to complete the grant of the NFT under the preceding Paragraph.
5. Any communication or notice made by the Company that is addressed to the e-mail address provided by the User shall be deemed to be received by the User. If the notification or communication does not reach you due to the inadequacy of your email address or other reasons, you may not be eligible for the grant of NFTs.

1. *Price fluctuation risks:* The price of the NFT may be affected by market trends, natural disasters, wars, political changes, strengthened regulations, and other unexpected or special events related to the NFT.
2. *Uncertainty of information:* The Company may provide some information related to the NFT on its website, SNS or other media, but such information is provided only as a plan and does not guarantee the truthfulness, accuracy, or feasibility of such information.
3. *Risks inherent in the NFT:* The NFT is not a legal currency, and its value is not guaranteed by a specific organization. There is a possibility that the NFT itself has risks such as bugs in the program.
4. *Liquidity risks:* The Company does not guarantee the possibility of P2P transactions or exchange of the NFT for **[PAYMENT METHOD]** or other cryptographic assets.
5. *Risks associated with hard forks:* NFT is issued using the blockchain of **[PAYMENT METHOD]**, and there is a risk that it will become incompatible due to the hard fork of the blockchain.

6. *Cyber-attack risks:* Information on the owner address of the smart contract related to the NFT may be leaked due to a cyberattack, and as a result, the NFT owned by the User may be sent to a third party without permission.
7. *Network risks:* Since the transactions of the NFT are conducted using the blockchain mechanism, the granting of the NFT may take a certain time, and there are possibilities such as the granting of the NFT may not be reflected to the address, or the granting of the NFT may be canceled. Further, the NFT is recorded electronically and its transfer is done over the network, therefore there is a risk that it may become lost.
8. *Account/Address-related risks:* If the User loses the private key necessary to access the Wallet account address for managing or storing the NFT, the User may not be able to use the NFT.
9. *Risks of changes in laws and tax systems:* Laws, regulations, and taxation related to the NFT are in flux. Changes in law, regulations, taxations or policies, may prohibit or restrict the grant of NFTs, or strengthen the taxation of NFT transactions. Users may face restriction on the holding or transaction of the NFT or may be treated less favorable, which could result in unexpected losses.
10. *Types and Number of the NFT:* The types and number of NFTs sold by the Company are limited, and Users may not be able to purchase the desired NFT. The Company may, at the Company's discretion, issue additional NFTs and shall not be liable to the User for any damages that may arise concerning such issuance.
11. *Other risks:* Upon payment for the NFT, there is a possibility that a third party may impersonate the Company, and defraud the [PAYMENT METHOD] to be sent from the User.

Article 6. Cancellation of Granting of NFTs

1. NFTs granted to Users will not be refunded for any reason whatsoever; *provided however*, that the foregoing shall not apply if the applicable laws or regulations require otherwise. In such case, the method for refunding NFTs shall be determined by the Company in accordance with the applicable laws and regulations and shall be notified to the User or displayed on the Service's website.
2. The Company may, at the Company's discretion, decide not to grant NFTs to Users. In such case, the Company may send the same number of [PAYMENT METHOD] received from the User to the User, refund the amount of money equivalent to the amount actually received from the User, or grant an NFT to the User in a manner deemed by the Company to be of equivalent value.

Article 7. Obligations of the Company

The Company obligations pursuant to the NFT Services are strictly limited to granting the NFT gained by the User pursuant to the NFT Owner Agreement, that is, to make certain records on the blockchain regarding the Users' rights of the NFT. The Company shall not assume any other obligations. To be clear, the Company does not grant any intellectual property rights, licenses or any other rights of any kind to the Users, other than granting the NFT.

Article 8. Rights on NFTs

1. All intellectual property rights (copyrights, patents, utility model rights, trademarks, artistic and design rights, and other intellectual property rights (including the right to acquire those rights or to apply for registration of those rights) ("**Intellectual Property Rights**") relating to the NFT (including without limitation, images and video) belong to the Company or a party permitting license to the Company. The grant of the NFT under the Individual Agreement does not mean the transfer or licensing of intellectual property rights of the Company or any party permitting licensing to the Company relating to the NFT.
2. The Company grants User a non-exclusive non-transferable, royalty-free license to use, copy, and display the NFTs subject to the compliance of the terms and conditions set forth herein and NFT Owner Agreement, solely for the following purposes:
 - a) for personal, non-commercial use;
 - b) as part of a marketplace that permits the purchase and sale of the NFT, provided that the marketplace cryptographically verifies each owner's rights to display the NFT that only the actual owner can display the NFT; or
 - c) as part of a third-party website or application that permits the inclusion, involvement, or participation of your NFT, provided that the website/application cryptographically verifies each NFT's owner's rights to ensure that only the actual owner can display the NFT, and provided that the NFT is no longer visible once the owner of the NFT leaves the website/application.
 - d) Users shall abide by the conditions applicable thereto when using any NFT which is subject to conditions of use, such as additional fees and periods of use and the like. Even if terms such as "Purchase", "Sales" or the like appear on the screens for the Service, the Company shall remain the owner of all Intellectual Property Rights as well as other rights in the NFT offered to Users by the Company, and such rights shall not be transferred to Users. Users will only be granted usage rights as set forth above.
 - e) Users shall not use any Content beyond the scope of the intended use of the NFTs in the Service (including, without limitation, acts of copying, transmitting, reproducing, and modifying).
 - f) If the Company believes that a User has violated or may violate any applicable laws or regulations or the provisions of these Terms or in the NFT Owner Agreement or when otherwise reasonably necessary for the Company's business, the Company reserves the right to preclude such User's use of the Service of NFTs in, without providing prior notice to the User.

Article 9. No Warranty by the Company

1. THE COMPANY DOES NOT MAKE GUARANTEES OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, (i) that the NFT is fit for a particular purpose, commercial utility, completeness, or continuity, (ii) that the NFT itself or the possession and delivery of the NFT will not be subject to attack by viruses or other malicious third parties, (iii) that the reliability, currentness, or flawlessness, or any other condition of the NFT

expected by the User will be fulfilled, (iv) that the Service and/or NFT will be free of interruption or defects, (v) that any defects found in the NFT will be corrected in the future, or (vi) that the use by the User of the Service or NFT complies with the laws and regulations or internal rules of industrial organizations that are applicable to the User. The Service and the NFT is provided as-is and to the extent that it can be provided.

2. Should the User receive any information regarding the NFT directly or indirectly from the Company, the Company makes no warranty to the User beyond the Company's obligations expressly set forth in these Terms.

Chapter III. Sales of Products

Article 10. Purchase of Products

1. Users may purchase Products from the Company by using our Service.
2. Users shall apply and offer to purchase the Products in accordance with the method specified by the Company (including without limitation, by informing the Wallet account address, in case any purchase of Products are made together with NFTs) in the Services,
3. Upon the Company's acceptance of the offer in the preceding paragraph, a sales contract for the Products (an "**Individual Purchase Agreement**". NFT Owner Agreements and Individual Purchase Agreements are hereinafter collectively referred to as "**Individual Agreements**") shall be established between the User and the Company. If the Company accepts the offer, the Company shall send the User an email confirming the purchase of Products without delay. The User hereby agrees that such acceptance notice to be sent by email instead of writing.
4. The Company reserves the right to refuse offers from Users in case the Company finds any reasonable grounds in the Company's discretion, before the establishment of the Individual Purchase Agreement.
5. In the event of any misconduct or inappropriate behavior by the User, the Company may terminate the Individual Purchase Agreement, or take other measures the Company deems appropriate, before or after the conclusion of the Individual Purchase Agreement.
6. The Company shall not be liable in case the application and offer by the User does not reach the Company, due to internet failure or other circumstance beyond the Company's control.

Article 11. Payment by Users

1. The User shall deliver to the Company the quantity of [PAYMENT METHOD] specified by the Company in exchange for the NFT in the manner specified by the Company promptly after (provided however, if there is a date to be separately specified by the Company, no later than that date) the establishment of the Individual Purchase Agreement. Any costs incurred in sending such [PAYMENT METHOD] shall be borne by the User.