

License terms

1st edition October 14, 2023

Clause of Hashflops

Hashflops represents a collection of unique digital collectible characters issued using a smart contract deployed on the Ethereum blockchain (hereinafter referred to as the "**Hashflops Smart Contract**"). These are non-fungible tokens (hereinafter referred to as "**Hashflops NFTs**").

The Hashflops Smart Contract links each Hashflops NFT with its corresponding digital art piece (hereinafter referred to as "**Hashflops Art**"). This terms of use (hereinafter referred to as the "**Terms**") constitute a legally binding agreement between Ice Computer Enterprise Inc. (hereinafter referred to as "**ICEI**" or "**we**") and the owner of the Hashflops NFT (hereinafter referred to as "**you**" or "**the owner**"), stipulating the rights and obligations related to the Hashflops NFT and Hashflops Art.

Notice Regarding Arbitration and Waiver of Class Action

You agree to resolve all disputes with ICEI through binding individual arbitration, with some exceptions, and you waive the right to initiate or participate in class actions.

Overview

Owner's Commercial Rights (equivalent to the rights granted in the original Hashflops collection):

Rights: Owners of Hashflops NFTs possess the rights to use the associated Hashflops characters for both commercial and non-commercial purposes.

Usage: This includes manufacturing T-shirts with the character design, establishing beverage brands based on the character, and more. Within specified conditions, the owner has broad latitude in how they use the character.

Eligible Users: Only holders of Hashflops NFTs.

Rights Retained by ICEI: The trademark rights including the name "Hashflops" are owned by ICEI

Examples of Use (not limited to): Those holding specific Hashflops NFTs can engage in various commercial and non-commercial activities using the character, such as selling merchandise or establishing businesses based on the character.

Regarding the Terms of Use

Details of Hashflops terminology are as follows:

Resolution of Conflicts

In the event of any discrepancies between this overview and the full terms, the full terms will take precedence.

Details of Terms

Hashflops: A collection of unique digital collectible characters.

Representation: This collection is represented by non-fungible tokens called "Hashflops NFTs"

Creation: Hashflops NFTs are generated through the "Hashflops Smart Contract" deployed on

License terms

the Ethereum blockchain.

Art: Each NFT is associated with its own digital art, "Hashflops Art", which represents the character of Hashflops.

Legal Agreement

Contract Name: The contract that elaborates the rights and obligations concerning Hashflops NFT and Hashflops Art is termed "Hashflops Agreement".

Parties

ICEI: The organization responsible for overseeing the collection. Also referred to as "we".

Owner: The holder of the Hashflops NFT. Often referred to as "you".

Rights and Obligations

This agreement stipulates the rights and responsibilities of ICEI and the owner concerning Hashflops NFT and Hashflops Art. Additionally, the rights and duties of individuals operating based on the worldwide game license, as stipulated below, are also defined.

Owner of the Commercial Rights License

- **Scope of the License:** The commercial rights license granted to the holders of Hashflops NFT provides the set of rights described in the original Hashflops Agreement. This allows the holder to use the Hashflops character for various commercial and non-commercial activities, accommodating diverse applications of these digital assets.
- **Referenced Rights:** To understand the extent and scope of the rights granted through the Hashflops owner's commercial rights license, one must refer to the original ICEI terms. This signifies that detailed provisions regarding the manner of use, limitations, prohibitions, and other necessary guidelines are comprehensively addressed in the initial conditions established for Hashflops NFT.
- **Usage:** This license grants rights for a wide range of both commercial and non-commercial purposes, such as product manufacturing and establishing character-based businesses. The purpose of the license is to support holders in creatively utilizing the NFT assets for various projects and initiatives.
- **Maintaining Integrity:** While the license provides broad freedom, the use of Hashflops NFT demands the consistent maintenance of the integrity and value of the Hashflops brand. This means avoiding actions that might tarnish the reputation or credibility of the Hashflops brand, and an ethical and respectful use of the license is desired.

1. Ownership

(a) Ownership of Hashflops NFT

You own your Hashflops NFT. In accordance with the provisions of the Hashflops Smart Contract, if you hold the digital wallet associated with the relevant Hashflops NFT, you have the exclusive right to hold, sell, transfer, and execute transactions on the blockchain related to that NFT. ICEI does not have the right to recognize, halt, or modify the ownership of any Hashflops NFT, except for those it owns itself.

(b) Intellectual Property License for Hashflops Art

License terms

ICEI holds all intellectual property rights related to Hashflops Art. As long as you own your Hashflops NFT, a license is granted to use the associated Hashflops Art.

(c) Intellectual Property Rights of Derivative Hashflops Works

You own the intellectual property rights for the derivative works based on your Hashflops Art. However, this right is limited to the license period. The original copyright is held by ICEI, and the use of the derivative works must comply with this agreement. After the end of the license period, using the derivative work may require a new license from the then-owner of the relevant Hashflops NFT.

(d) Utility

While owners might be offered certain utilities or rights, this agreement does not guarantee the provision of any specific utility, except as expressly stated in the license granted here. ICEI does not guarantee any utility and shall not be responsible for any utility provided by third parties.

2. License

(a) Grant of License

License Period: During the time you legally hold the Hashflops NFT.

Permitted Activities: Reproduction, distribution, creation of derivative works, public display, public performance, and transmission of your Hashflops Art.

Scope of License: A broad license allowing both commercial and non-commercial use.

Restrictions: The restrictions described in the following items apply.

(b) Restrictions and Reservations

- i. Restrictions on Art Elements: Only the entire Hashflops Art is permitted, and the use of individual elements or attributes is not allowed.
- ii. Trademark Restrictions: The trademark rights of ICEI are maintained, and they are not included in this license.
- iii. Conditions for Trademark Registration: Only the registration of trademarks related to Hashflops Art with actual commercial use is permitted.
- iv. Ethical Restrictions: Use that encourages hatred or violence is prohibited.
- v. Legal Restrictions: Use in any manner that violates applicable laws is prohibited.
- vi. Other Reservations: All rights not expressly granted here are reserved by ICEI.

(c) License Return to ICEI

Granted License: You grant ICEI a non-exclusive license to publicly display your Hashflops Art or use it in other ways.

Purpose: To promote and exhibit the entire Hashflops collection.

Characteristics of the License: Irrevocable, perpetual, non-exclusive, universal, free of charge, and sub-licensable.

3. Enforcement

License terms

(a) Copyright Notice

Hashflops Copyright Notice: You can indicate the copyright of your Hashflops Art using the copyright notice "© 2023 Hashflops."

Notice for Derivative Works: When creating derivative works, it is necessary to display the above Hashflops copyright notice.

(b) Copyright Registration

Registration of Hashflops Art: When registering the copyright of Hashflops Art, it is necessary to list ICEI as the copyright owner.

Registration of Derivative Hashflops Works: When registering the copyright of derivative works, you or a designated third party can be registered as the copyright owner, but it's necessary to clearly state your Hashflops Art as the original.

(c) Litigation

Right to Sue: You can initiate litigation based on infringement claims concerning the unauthorized use of your Hashflops Art.

Position of ICEI: ICEI has the right to instruct or participate in such actions, but they should act in a way that doesn't harm your rights.

(d) Disputes Between Owners

Involvement of ICEI: ICEI has no obligation to intervene or assist in resolving disputes arising between Hashflops NFT owners.

4. Transfer

(a) Impossibility of Termination

Indivisibility of License and Ownership: The ownership and license of Hashflops NFT exist as one entity, and it is prohibited to conduct transactions or activities by separating them.

(b) Termination of License

Transfer to a New Owner: When you transfer the Hashflops NFT to someone else, your license automatically terminates.

Cease of Trademark Use: After the license ends, using the Hashflops Art as a trademark or any other display name is forbidden.

Trademark Transfer: If a trademark or its registration is not explicitly transferred in a separate contract with the new owner, it is considered abandoned.

(c) Previously Published Hashflops Works

Continued Use of Published Works: Works of Hashflops that were made public during the license period can continue to be used under specific conditions even after the license ends.

Prohibition of New Work Creation: After the license terminates, creating new works or materials is not allowed.

License terms

Examples:

- **Digital Series:** Even after the license period, ongoing publication is possible. However, the creation or distribution of new episodes requires a license from the new owner.
- **Product Sales:** Products that were manufactured and sold during the license period can be sold even after the license period if there's unsold stock. However, the production or distribution of new products or additional stock requires permission from the new owner.

5. Representations and Warranties of the Owner

The Owner provides the following representations and warranties:

(a) Legal Capacity

Representation as an adult: The Owner represents that they are of legal age and possess the legal capacity required for the binding and performance of these terms.

(b) Compliance with Terms

Fulfillment of Conditions: The owner assures compliance with the terms of this agreement when using the Hashflops NFT or Hashflops Art or establishing a relationship with them.

(c) Adherence to Laws and Rights of Others

Compliance with Laws: The owner assures compliance with all applicable laws in fulfilling their rights and obligations under this agreement.

Respect for Others' Rights: The owner guarantees that they will not infringe upon the rights of ICEI, its licensors, or any third party.

(d) Avoidance of Unauthorized Transactions

Prohibition of Transactions with Sanctioned Entities: The owner guarantees not to engage in transactions with individuals or organizations that are subjects of economic sanctions or prohibited from transacting by the Japanese government.

6. Disclaimer and Waiver of Warranties

(a) Waiver of Warranties

Provision "As Is": Hashflops NFT and Hashflops Art are provided "as is" and "as available", with no specific warranties expressed.

Denial of Warranties by ICEI: ICEI disclaims any and all explicit or implicit warranties.

(b) Ownership Recorded by Ethereum Blockchain

Intangible Digital Asset: Hashflops NFT exists as an intangible digital asset, and its ownership is recorded on the Ethereum blockchain.

Use of Distributed Ledger: Ownership transfers are conducted through the Ethereum blockchain's distributed ledger and are carried out beyond the control of ICEI.

(c) Disclaimer of ICEI' s Liability

Waiver of Responsibility for Loss or Inability to Use: ICEI shall not be held liable to the owner for any losses or inability to use arising from Hashflops NFT or Hashflops Art.

Specification of Risks: This disclaimer covers risks such as user error, software/hardware

License terms

issues, data loss or damage, issues with the blockchain network or wallet, unauthorized access, and actions or negligence of third parties.

(d) Limitations on Warranty Exclusions in Some Jurisdictions

Legal Constraints: In some jurisdictions, the exclusion of implied warranties may not be permitted, so the above warranty exclusions may apply in such cases.

7. Recognition and Acceptance of Risks

This section outlines several risks associated with the ownership of Hashflops NFT and Hashflops Art that owners should be aware of and accept.

(a) Risks Related to Usage Methods

Diverse Usages: Hashflops NFT and Hashflops Art can be used in various ways. It's crucial to understand their past and current methods of use.

Self-Responsibility: Buyers are strongly advised to ensure transparency and conduct research before making a purchase. All purchases are made at one's own risk.

Limitation of ICEI's Responsibility: ICEI does not assume responsibility for verifying or providing information regarding the methods of use of Hashflops NFT and Hashflops Art.

(b) Risks Related to Taxes

Tax Obligations: ICEI is not responsible for determining or paying taxes associated with purchases, sales, or the transfer of rights. This responsibility lies with the owner.

(c) Risks Related to Trading Platforms

Dependence: Transactions related to Hashflops NFT and Hashflops Art depend on third-party or decentralized platforms.

ICEI's Responsibility: ICEI does not manage or maintain these platforms and will not assume responsibility related to them. Furthermore, if ICEI provides links or access to third-party resources, they do not assume responsibility for the content of those resources.

8. Indemnification

Scope of Indemnification

The Owner shall have an obligation to indemnify and hold harmless ICEI, its affiliates and associates (hereafter referred to as the "Indemnified Parties") from specific risks and claims. This includes both direct and indirect claims and expenses, inclusive of attorney's fees.

Cause of Risks and Claims

The Owner is responsible to protect, defend, and compensate the Indemnified Parties from claims arising from:

- Claims related to the use of the NFT marketplace or services by third parties.
- Claims stemming from violations or alleged violations of this Agreement.
- Claims related to the exercise or attempted exercise of the license.
- Claims concerning actual or suspected breaches of legal obligations.

Response to Claims

License terms

ICEI retains the right to lead the response and defense against claims. Consequently, the Owner must:

- Appoint an attorney with the consent of ICEI
- Collaborate in the defense if requested by ICEI
- Not settle or resolve any claim or litigation without the prior written consent of ICEI

9. Limitation of Liability

(a) Limitation of Damages and Liability

- No party (including ICEI) shall be liable for specific types of damages (such as incidental, special, exemplary, consequential damages) or particular types of loss (loss of profits, loss of revenue, etc.).
- This limitation of liability applies to any situation related to the use or inability to use Hashflops NFT or Hashflops Art, or interactions with them.
- This applies regardless of whether ICEI or its associated service providers were aware of the potential damages in advance.
- The aggregate liability in all circumstances and legal theories shall not exceed 10,000 JPY.

(b) Recognition as a Fundamental Element of the Transaction

- By purchasing or owning Hashflops NFT, the owner recognizes and accepts that this limitation of liability and exclusion of damages is a fundamental element of the transaction between ICEI and the owner.

10. Dispute Resolution

(a) Mandatory Arbitration

This section presumes that disputes will be resolved through individual arbitration and stipulates that procedures such as class actions will not be adopted. Furthermore, both parties are waiving their rights to litigate in court.

(b) Exceptions

This section provides specific exceptions. Parties can attempt to resolve disputes in small claims court and seek relief from courts for intellectual property infringements.

(c) Arbitration Proceedings and Arbitration Rules

This section stipulates that arbitration proceedings will be conducted under an arbitration institution and specifies the initiation procedures and venues for arbitration.

(d) Arbitration Costs

This section governs the allocation and payment of costs for arbitration. Specifically, it is explicitly stated that if the dispute is not baseless, ICEI may bear part or all of the costs.

(e) Injunction and Declaratory Relief

This section describes the types and scope of relief granted by arbitrators. Moreover, it specifies that separate litigation in a civil court is required for public injunctive relief.

(f) Waiver of Class Actions

This section clearly stipulates the waiver of class actions, stating that parties are only permitted to raise claims on their individual capacities.

License terms

(g) Applicability of Other Provisions

This section confirms that even if a part of the provision is deemed invalid or unenforceable, the remaining parts remain valid and enforceable.

11. Amendments

ICEI reserves the right to clarify or modify these terms, publishing new versions on <https://hashflops.com> or any successor website.

12. Governing Law and Court Selection

These terms and related actions shall be interpreted and applied according to Japanese law.

13. Miscellaneous

(a) Application of the License

The license applies only to Hashflops NFTs on specific blockchains designated by ICEI.

(b) Binding on Successors and Assigns

These terms bind the parties and their approved successors and assigns.

(c) Entire Agreement

This agreement supersedes all prior or contemporaneous agreements and consolidates them.

(d) Waiver of Rights

Not immediately exercising a right doesn't mean that right is waived.

(e) Relationship Definition

This agreement doesn't imply joint ventures or partnerships between the parties.

(f) Document Execution

The parties are obligated to create and submit all documents necessary to fulfill this agreement.

(g) Invalidity of Provisions

If any provision is invalid or unenforceable, it will be amended.

(h) Headings

Headings are for reference purposes only and don't influence interpretation.

(i) Agreement Interpretation

No party enjoys a privileged or disadvantageous position when interpreting the agreement.

(j) Notifications

Owners should notify ICEI through the designated email address (hashflops@icesword.com).

(k) Electronic Contract

Parties recognize electronic contracting, and electronic acceptance has the same force as an original signature.