

ETHERGALLERIES

Terms of Service

Please read these Terms carefully before using the Ethergalleries platform.

ethergalleries.com - Effective January 1, 2025

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IMPORTANT: By accessing or using the Ethergalleries platform, you agree to be bound by these Terms of Service and our Privacy Policy. If you do not agree, you must not use our services.

SECTION 1

Acceptance of Terms

These Terms of Service constitute a legally binding agreement between you and Ethergalleries governing your access to and use of the Ethergalleries website, mobile applications, smart contracts, APIs, and all related services (collectively, the Platform).

By creating an account, connecting a cryptocurrency wallet, or conducting any transaction through the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, and any additional guidelines posted on the Platform.

If you are using the Platform on behalf of an organisation, you represent that you have authority to bind that organisation to these Terms.

SECTION 2

Eligibility

To access or use the Platform you must:

- Be at least 18 years of age or the age of majority in your jurisdiction;
- Have the legal capacity to enter into a binding contract in your jurisdiction;
- Not be a person or entity barred from using the Platform under applicable law;
- Not be located in or a national of any country subject to comprehensive trade sanctions;
- Comply with all applicable local, national, and international laws and regulations.

We reserve the right to refuse access to any person or entity at our sole discretion.

SECTION 3

Description of Services

Ethergalleries is a decentralised marketplace and discovery platform for Non-Fungible Tokens (NFTs) and digital collectibles. Our Platform enables users to:

- Discover, browse, and search NFTs and digital art collections from creators worldwide;
- List, auction, and sell original digital artworks and collectibles;
- Purchase NFTs using supported cryptocurrency (currently Ethereum / ETH);
- Participate in live auctions with real-time bidding;
- Create and manage personal collections and portfolios;
- Access analytics, provenance records, and transaction history for listed assets;

Interact with digital exhibitions curated by partner institutions.

Ethergalleries acts as a marketplace intermediary only. We do not custody, hold, or control any NFTs or digital assets on your behalf. All transactions are executed directly on the Ethereum blockchain via smart contracts. We are not a party to any transaction between buyers and sellers.

SECTION 4

User Accounts

4.1 Account Creation

To access certain features, you must create an account and/or connect a compatible Ethereum wallet. You agree to provide accurate, current, and complete information during registration and to keep your account information updated.

4.2 Account Security

You are solely responsible for maintaining the confidentiality of your wallet private keys, seed phrases, and account credentials. Ethergalleries will never ask for your private key or seed phrase. Notify us immediately at support@ethergalleries.com if you suspect unauthorised access.

WARNING: If you lose access to your wallet private keys or seed phrase, we cannot recover your account or any associated digital assets. You are solely responsible for safeguarding your cryptographic credentials.

4.3 One Account Per User

Each user may maintain only one primary account. Creating multiple accounts to circumvent restrictions or gain unfair advantages is prohibited.

4.4 Account Termination

We reserve the right to suspend or terminate your account at any time for any violation of these Terms, suspected fraudulent activity, or for any other reason at our sole discretion, with or without notice.

SECTION 5

NFT Listings and Transactions

5.1 Listing Requirements

When you list an NFT for sale or auction on the Platform, you represent and warrant that:

You are the lawful owner of the NFT or have full authority to sell it;

The underlying content does not infringe any third-party intellectual property rights;

The NFT is not subject to any lien, claim, or encumbrance;

All metadata, descriptions, and images are accurate and not misleading;

The listing complies with all applicable laws and these Terms.

5.2 Transaction Finality

All blockchain transactions are irreversible. Once a transaction is confirmed on the Ethereum network, it cannot be reversed, cancelled, or refunded by Ethergalleries. You are solely responsible for reviewing all transaction details before confirming any purchase, sale, bid, or transfer.

5.3 Auctions

When participating in a live auction, your bid constitutes a binding offer to purchase the NFT at the stated price. If you are the winning bidder and a transaction is confirmed on-chain, you are obligated to complete the purchase. Shill bidding, bid manipulation, or any attempt to artificially influence prices is strictly prohibited.

5.4 Smart Contracts

Transactions on the Platform are facilitated by smart contracts deployed on the Ethereum blockchain. These smart contracts operate autonomously. We are not responsible for any bugs, exploits, or vulnerabilities in third-party smart contracts.

SECTION 6

Fees, Payments and Royalties

Current fee schedules are published on the Platform and may be updated with notice. You are also responsible for all network gas fees associated with blockchain transactions.

Creator royalties are set by the original minting artist. Ethergalleries enforce on-chain royalties automatically.

Platform fee: displayed at minting and checkout, subject to change with notice;

Gas fees: determined by the Ethereum network, not Ethergalleries;

Creator royalties: set by the original minter, enforced on-chain where technically possible;

All payments must be made in ETH unless otherwise specified.

SECTION 7

Intellectual Property

7.1 Platform IP

The Ethergalleries name, logo, website design, software, text, graphics, and all content created by us are the exclusive intellectual property of Ethergalleries and protected by applicable copyright, trademark, and intellectual property laws.

7.2 Your Content

By listing or uploading content to the Platform, you grant Ethergalleries a worldwide, non-exclusive, royalty-free, sublicensable licence to display, reproduce, and promote your content solely for the purposes of operating and marketing the Platform. You retain all ownership rights to your original content.

7.3 NFT Ownership vs. IP Rights

Purchasing an NFT grants you ownership of the token on the blockchain. It does NOT automatically transfer copyright or commercial rights in the underlying artwork to you, unless explicitly stated in the NFT's associated licence. Buyers should review the specific licence terms attached to each NFT.

Owning an NFT is not the same as owning copyright in the underlying work. Always review the creator's stated licence terms before purchase.

7.4 DMCA / Takedown

If you believe content on the Platform infringes your intellectual property rights, submit a takedown notice to **support@ethergalleries.com** including: description of the copyrighted work, location of infringing material, your contact information, and a statement of good faith belief.

SECTION 8

Prohibited Conduct

You agree not to use the Platform to:

- Upload, list, or sell content that infringes any third-party intellectual property rights;
- Engage in wash trading, shill bidding, price manipulation, or market manipulation;
- Create or list counterfeit, plagiarised, or fraudulent NFTs;
- Violate any applicable anti-money laundering (AML) or know-your-customer (KYC) regulations;
- Use automated bots, scrapers, or scripts without our prior written consent;
- Circumvent, disable, or interfere with security or access control mechanisms;
- Harass, threaten, or harm other users;
- List or sell NFTs that depict illegal content, including child sexual abuse material;
- Facilitate money laundering, terrorist financing, or sanctions evasion;
- Impersonate any person, entity, or Ethergalleries employee.

SECTION 9

Content Standards

All content listed or shared on the Platform must comply with the following standards:

- Must not contain hate speech, discrimination, or content that incites violence;
- Must not depict or promote illegal activities;
- Sexually explicit content is only permitted in designated adult-verified sections where legally permissible, and must be appropriately labelled;
- Must accurately represent the underlying asset;
- Must comply with all applicable content laws in your jurisdiction.

Ethergalleries reserves the right to remove any content that violates these standards at any time without notice.

SECTION 10

Disclaimers and Limitation of Liability

10.1 No Financial Advice

Nothing on the Platform constitutes financial, investment, legal, or tax advice. NFTs are highly speculative and volatile assets. You may lose some or all of your investment. Consult independent professional advisors before making any financial decisions.

NFT values can fluctuate dramatically. Ethergalleries makes no representation regarding the future value of any NFT. Past performance is not indicative of future results.

10.2 Platform Availability

THE PLATFORM IS PROVIDED AS IS AND AS AVAILABLE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. We do not warrant that the Platform will be uninterrupted, error-free, or secure.

10.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ETHERGALLERIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PLATFORM. OUR TOTAL CUMULATIVE LIABILITY SHALL NOT EXCEED THE GREATER OF (A) USD \$100 OR (B) THE TOTAL FEES PAID BY YOU TO ETHERGALLERIES IN THE THREE MONTHS PRECEDING THE CLAIM.

SECTION 11

Indemnification

You agree to indemnify, defend, and hold harmless Ethergalleries and its officers, directors, employees, agents, licensors, and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, and expenses (including reasonable legal fees) arising out of or relating to: (a) your use of the Platform; (b) your violation of these Terms; (c) your violation of any third-party rights; or (d) any content you upload or list through the Platform.

SECTION 12

Termination

We may suspend or terminate your access to the Platform immediately, without prior notice or liability, for any reason, including if you breach these Terms. Upon termination, your right to use the Platform will cease immediately. All provisions that by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

SECTION 13

Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with applicable law. Any dispute arising out of or in connection with these Terms shall first be attempted to be resolved through good-faith negotiation. If unresolved within 30 days, disputes shall be submitted to binding arbitration. Nothing in this section prevents either party from seeking injunctive or other equitable relief.

SECTION 14

Changes to These Terms

We reserve the right to modify these Terms at any time. We will provide notice of material changes by updating the effective date and, where appropriate, by email notification or prominent notice on the Platform. Your continued use of the Platform after any changes constitutes your acceptance of the revised Terms.

SECTION 15

Contact Information

If you have any questions about these Terms, please contact us:

Support Email: support@ethergalleries.com

Website: ethergalleries.com