

# Early Retired Cats Club Terms of Service

This "Early Retired Cats Club Terms of Service (hereinafter referred to as the "Terms")" is entered into between Novaflow Labs Ltd. (hereinafter referred to as the "Company") and individuals (hereinafter referred to as "Users") who wish to use the Company's services, regulating the Users' access and usage of the service.

Early Retired Cats Club (ERCC) refers to a project based on digital art collectibles existing on the blockchain network. Users who purchase or hold ERCC agree to the terms outlined below and are deemed to have consented to the usage conditions of ERCC as specified.

## 1. Definitions:

- "User" refers to the party intending to use the Company's services.
- "Service" denotes the services, tasks, and content provided by the Company through its website and mobile application.
- "NFT" stands for Non-Fungible Token, representing unique tokens that exist on the blockchain network.
- "ERCC" is a form of work existing as NFTs (Non-Fungible Tokens) on the blockchain network.
- "Artwork" encompasses artistic creations associated with ERCC, including art pieces, designs, graphics, images, etc., owned by the User based on digital technology.
- "Derivative Work" refers to creative works produced by translating, arranging, modifying, adapting, video editing, and other methods based on original works.
- "Smart Contract" signifies a program or transaction protocol executed on the blockchain network.
- "NFT Launchpad" refers to a third-party infrastructure-based web-page where Users can mint ERCC.
- "NFT Exchange" denotes a third-party infrastructure-based secondary market where Users can directly trade NFTs with other Users.
- "Wallet" is a blockchain-based wallet constructed through third-party infrastructure, taking the form of a PC browser or mobile application.

## 2. Ownership of NFT:

- a. ERCC is an NFT based on the blockchain. When Users purchase or receive transfers of ERCC, they fully possess the respective ERCC. The transfer of ERCC ownership occurs solely through the blockchain network, and except as expressly stated in the Terms, the Company cannot seize, restrict, or alter the ERCC owned by Users or their rights. ERCC, once transferred to the User, is not subject to exchange or refund.
- b. If the rights of ERCC holders are displayed within the service, such displays may not fully reflect the rights granted to the respective ERCC. Those intending to purchase ERCC should verify the specific rights granted for each ERCC through sales pages, terms, and other relevant documents.
- c. The rights of ERCC holders may not be guaranteed for individuals who have received ERCC transfers through methods not officially supported by the Company or in violation of related laws and regulations.

### 3. Scope of Service

Before utilizing this service, Users must possess all necessary knowledge to handle digital items and blockchain-based systems, fully understanding the framework and being aware of all advantages, risks, and limitations associated with digital assets.

The Company provides a blockchain-based service through its website or mobile application, allowing Users to purchase, transfer, and engage with ERCC. The specifics of the services provided by the Company are detailed as follows:

#### a. NFT Launchpad:

- i. The NFT Launchpad is a protocol that provides infrastructure for Users to directly mint ERCC. Users can acquire ERCC from the project by participating in the NFT Launchpad.
- ii. The conditions of NFT Launchpad proceedings, the range, and limits of ERCC available for purchase, and other procedural details are subject to the regulations of each NFT Launchpad, varying based on factors such as the type of ERCC being sold and the scale of the project.
- iii. The Company may offer Users the opportunity to acquire ERCC from the project before its official release, without guaranteeing the integrity and completeness of the project.
- iv. The Company reserves the right, at its sole discretion, to remove ERCC sold through the NFT Launchpad if it determines the need to do so for reasons including but not limited to violation of these Terms or separate contractual conditions between the User and the Company, or if the content of ERCC sold on the Launchpad may have a negative impact on the service or the Company's reputation.

#### b. NFT Marketplace

- i. Users have the option to purchase or sell ERCC against other Users through the NFT Marketplace. The term "transfer" is used herein to collectively represent the purchase and sale of ERCC through the NFT Marketplace.
- ii. Users may incur fees and other costs on the blockchain network, beyond the specified price during the ERCC purchase and transfer process. Such costs will be automatically deducted from the amount paid by the ERCC buyer or seller.
- iii. Royalties during ERCC transfers between Users on the NFT Marketplace may be determined based on the regulations of the NFT Marketplace.
- iv. All transfers occurring on the NFT Marketplace take place between individuals using the service, and Users understand and agree that the Company is not a party to such transfers. Each User is responsible for any issues arising from ERCC transfers between Users, and the Company does not guarantee the parties involved in such transfers in any circumstances. Users understand and agree that the Company has no control over smart contracts related to ERCC sold on the NFT Marketplace.
- v. When transferring or receiving ERCC from others, Users warrant the following:

- 1 Users have not violated these Terms before transferring ERCC.
  - 2 Users transfer ERCC only through NFT Marketplace or other platforms explicitly permitted by the Company, complying with all relevant laws, rules, regulations, regulatory guidelines, and conditions of the NFT Marketplace and other platforms.
  - 3 Users receiving transferred ERCC are aware of and agree to be bound by these Terms and their obligations and limitations.
- vi. The Company reserves the right, at its sole discretion, to remove ERCC traded on the NFT Marketplace if the User transferring ERCC violates these Terms, if the content of ERCC being traded on the NFT Marketplace may have a negative impact on the service or the Company's reputation, or for any other reason deemed necessary by the Company.

## 4. License

Assuming the User consistently complies with these Terms, the Company grants the User a worldwide, non-exclusive license without additional royalties for the ERCC and Artwork owned by the User. The User can utilize this license for the following purposes, as long as they properly possess ERCC:

1. Personal, non-commercial use.
2. Functionality as part of NFT Marketplace allows the transfer of ERCC owned by the User; however, the NFT Marketplace must verify each owner's rights in an encrypted manner to ensure that only actual ERCC owners can publish ERCC and Artwork.
3. Functionality as part of third-party websites or applications allowing the inclusion or participation of ERCC owned by the User; however, the third-party website or application must verify each owner's rights in an encrypted manner, and if an ERCC holder withdraws from the website or application, Artwork should no longer be published.

The User is prohibited from using the ERCC and Artwork obtained through the service in the following ways. If any of the following actions are confirmed, the User may lose the license to use ERCC under these Terms, and may face civil and criminal penalties under applicable laws:

1. Replicating, modifying, distributing, performing, exhibiting, or creating derivatives (personal, non-commercial derivative creations(ex.fanarts) are allowed under these terms).
2. Creating and selling products using ERCC.
3. Utilizing ERCC and Artwork for advertising or marketing.
4. The utilization of ERCC for commercial purposes involving uncontracted services, such as staking or leasing ERCC for financial gain, beyond those explicitly provided by the Company.
5. Attempting to register trademarks or acquire additional intellectual property rights related to ERCC and Artwork.
6. Removing copyrights or other legal notices related to ERCC and Artwork.
7. Any commercial or profit-oriented activity utilizing ERCC and Artwork.
8. Usage of ERCC and Artwork (including but not limited to modifications and derivatives) for:  
(i) content that may be deemed to infringe on the rights of others, such as hate speech, violence, cruelty, or defamation, (ii) content related to drugs (prescription and non-prescription), other substances, death, pornography, explicit sexual activities, massage

parlors, prostitution, dating or escort services, weapons or ammunition, (iii) content that insults or discriminates against individuals based on race/nationality/gender/religion/disability/ethnicity/sexual orientation/gender identity or age/health status, and/or political and political orientation, (iv) impersonation, infringement of property rights, participation, promotion, or encouragement of illegal activities regarding text, images, videos, etc.

9. Interfering with or damaging the Company's business, including creating services that disparage ERCC, hindering the Company's business operations in any way, or damaging the Company's reputation or credit.

Ownership of ERCC does not grant the User any knowledge property rights or any other rights related to the Artwork itself. Possession of ERCC does not signify acquiring rights to the Artwork, such as copyright, trademark, image rights, or merchandising rights, related to the associated Artwork.

Except for the rights explicitly granted for the Artwork, the User is not granted any rights to other trademarks or intellectual property, including other logos related to ERCC issued by the Company.

All rights exercised by the User are only valid as long as the User possesses ERCC. From the point at which the User loses ownership rights due to sale, transfer, gift, or any other form of disposal, the User cannot exercise any rights under these Terms.

## 5. Risk Disclaimer for NFT Trading

The User acknowledges and agrees to the following:

- The price of ERCC may not remain the same as at the time of purchase, and it may be influenced both positively and negatively by fluctuations in the prices of other ERCC. The User is aware of and agrees to all risks associated with the purchase and transfer of ERCC. All transactions, including ERCC purchase and transfer through blockchain on the Service, are non-refundable and non-reversible.
- The Company reserves the right to change the type, quantity, and other plans related to ERCC at its discretion.
- The value of ERCC may be affected by updates, changes, or discontinuation of the Company's services based on its operational direction.
- The regulatory framework for blockchain technology, non-fungible tokens (NFTs), cryptocurrencies, and other crypto-based items is uncertain, and new regulations or policies may significantly impact service development.
- The User is solely responsible for determining any applicable taxes on their ERCC purchases and transfers. The Company does not assume responsibility for determining the taxes applicable to the User's ERCC purchases and transfers.
- ERCC transfers between Users on the NFT Marketplace are conducted through smart contracts, and the Company cannot intervene in User-to-User ERCC transfers. The User assumes all responsibility for their transfers, and the Company does not make any statements or warranties on behalf of the parties involved in buying and selling. The User is responsible for verifying the legality, authenticity, and legitimacy of ERCC received from third

parties on the NFT Marketplace, and the Company cannot guarantee that all ERCC uploaded to the NFT Marketplace is transferable.

- The User represents and warrants that, before selling, acquiring, transferring, or interacting with ERCC through the NFT Marketplace, they have conducted sufficient research regarding forged items, incorrectly labeled items, items vulnerable to metadata loss, smart contracts with bugs, and items that may become non-transferable.
- The User must accurately enter their account or wallet address when using the website or conducting transactions on the Service. The Company is not responsible for problems arising from the User's incorrect input.
- Risks associated with internet and blockchain-based product usage include hardware, software, and internet connection-related risks, risks of introducing malicious software, and risks of unauthorized access by third parties, among others. The User acknowledges and accepts that the Company is not responsible for communication failures, interruptions, errors, distortions, or delays that may occur when using the Service or blockchain network through the User's third-party wallet or account.
- The Company is not responsible for issues arising from Users using ERCC outside the scope of the Service.
- The Service depends on third-party platforms and/or providers. If good relations cannot be maintained with such platform providers and/or suppliers, if the terms or prices of such platform providers and/or suppliers change, or if any of these platform providers and/or suppliers violate or cannot comply with their terms, or if any of these platform providers and/or suppliers lose market share or preference or are unavailable for an extended period, access to and use of the Service may become difficult.
- The User is solely responsible for managing the ERCC they own, and the Company is not liable for problems arising from the User's negligence or fault.
- Occasionally, the site may contain errors, inaccuracies, or omissions in information related to product descriptions, prices, and availability. The Company reserves the right to correct errors, inaccuracies, or omissions and to change or update information without prior notice, including after the User has submitted an order. If the User does not wish to proceed with an order due to modifications in price or other information, they should contact the Company immediately for resolution.

## **6. Effectiveness and Amendment of the Terms of Service**

The Company reserves the right to modify these terms if deemed necessary within the scope not violating applicable laws. The modified content will be notified or announced by the Company through electronic means, including but not limited to electronic notices on the Service, pop-up messages, or any other electronic method. Users are obligated to pay attention to changes in the terms, and if they do not agree with the amended terms, they may discontinue using the Service. However, if Users continue to use ERCC until the effective date of the amended terms without expressing separate intent, it will be considered as agreement to the modified terms.

Users have the duty to check the content notified or announced by the Company regarding changes to the terms, and the Company is not responsible for damages caused by Users' failure to be aware of the amended terms or any losses resulting from Users' negligence. In unavoidable circumstances, the Company may provide notice after amending the Service terms.

