

Axelra Early Stage AG

Terms & Conditions for steampunkjellyfish.com

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Introduction

Welcome to steampunkjellyfish.com, operated by Axelra Early Stage AG. These Terms & Conditions ("Terms") govern your access to and use of the steampunkjellyfish.com website and its associated services (collectively, the "Service"), allowing users to connect digital wallets, mint, purchase, and interact with Non-Fungible Tokens (NFTs). Accessing or using the Service indicates your agreement to these Terms and our [Privacy Policy](#). If you do not agree, please refrain from using the Service.

IMPORTANT NOTICE REGARDING ARBITRATION: By agreeing to these Terms, you enter into a binding arbitration agreement with Axelra Early Stage AG, which significantly affects how disputes are resolved. Please read Section 9, "Dispute Resolution," carefully.

1. Agreement to Terms

By using the Service, you confirm your acceptance of these Terms and any supplemental terms applicable to certain features. Disagreement with any Terms requires abstention from Service use.

2. Legal Compliance & Sanctions and Embargoes

2.1 Legal Compliance: By using this service, users agree to comply with all applicable laws and regulations. Failure to comply may result in access restrictions or termination of service for legal reasons or to maintain platform safety. We reserve the right to restrict access to our service without disclosing specific reasons.

2.2 Sanctions and Embargoes: Users are prohibited from using the service in, or transacting with individuals, companies, or entities in embargoed jurisdictions or those subject to international sanctions. Compliance with these conditions is mandatory throughout the duration of the agreement with steampunkjellyfish.com. Violation of these terms may result in immediate termination of access and services.

3. Privacy Policy

Our Privacy Policy details personal and payment information handling when using our Service. Understanding our practices is important; thus, we encourage reviewing the policy here.

4. Changes to Terms or Service

We may modify these Terms at our discretion. Changes will be announced via the Service, and continued use post-modification signifies acceptance of the new Terms..

5. Eligibility

Service use is restricted to individuals at least 18 years old, capable of entering into legally binding contracts. Service access may be limited based on geographic location or compliance with laws.

6. The Collection

We enable users to mint, showcase, and purchase NFTs, leveraging blockchain technology. User acknowledgment of blockchain and digital asset risks, including market volatility and technological challenges, is essential. Users should be aware of the experimental nature of AI-generated content used in NFT creation.

7. User Content and NFTs

7.1 NFT Content: Understanding the nature and rights of purchased NFTs is crucial. Intellectual property rights transfer specifics will be clearly stated with each NFT.

7.2 License to Use: NFT purchases grant a non-exclusive license for use, display, and enjoyment of the NFTs, subject to terms specified at the point of sale.

7.3 Supporting and Sharing NFT Content: Users are encouraged to share and support NFT content within our community, with participation governed by specific terms.

7.4 Benefits for NFT Holders: In our ongoing efforts to enhance user experience and value, we are considering offering exclusive benefits to holders of our Non-Fungible Tokens (NFTs). These benefits may include, but are not limited to, discounts, early access to new products, and priority support for our upcoming non-custodial wallet. These benefits are designed to reward our community members for their engagement and investment in our platform. The availability of these benefits and our service in general is subject to legal and regulatory compliance in supported jurisdictions. It is important to note that they may not be accessible to all users, especially those in certain jurisdictions, including the United States. Axelra Early Stage AG reserves the right to exclude jurisdictions from the service and these benefits at our discretion, based on legal and regulatory requirements. Our commitment to compliance and operational integrity guides these decisions, ensuring we operate within the bounds of applicable laws.

8. Prohibited Activities

Users must not use the Service for illegal activities, including but not limited to intellectual property infringement, fraud, or distributing harmful content.

9. Fees

Service fees, including transaction fees, will be communicated at the time of transaction. Fee changes will be announced with adequate notice.

10. Dispute Resolution

10.1 Agreement to Arbitrate: Disputes will be resolved through individual arbitration under the Swiss Chambers' Arbitration Institution or the ICC, depending on the selected forum, waiving traditional court proceedings.

10.2 Class Action Waiver: Arbitration will occur on an individual basis, excluding class action or representative proceedings.

10.3 Arbitration Rules: Governed by the Swiss Rules of International Arbitration or the ICC Arbitration Rules, based on the chosen arbitration forum.

10.4 Opt-Out Option: users can opt-out of arbitration by sending a notice to info@axelra.com within 30 days of agreement, including their name, address, and an unequivocal statement of decision to opt-out.

10.5 Procedures for Claims: Claims under \$10,000 will be resolved based on documentary evidence, unless otherwise requested or deemed necessary by the arbitrator. Claims exceeding \$10,000 are subject to the Arbitration Rules.

11. Modifications to the Service

We reserve the right to modify or discontinue any Service aspect without notice and shall not be liable for any modification, suspension, or discontinuance.

12. Intellectual Property

All Service content, features, and functionality are owned by Axelra Early Stage AG or its licensors and are protected by copyright and other intellectual property laws.

13. Governing Law

These Terms are governed by Swiss law, without regard to its conflict of laws principles. Any dispute arising hereunder will be resolved in the jurisdiction of Zurich, Switzerland.

14. Termination

Axelra Early Stage AG may terminate or suspend access to the Service for any breach of these Terms without prior notice.

15. Indemnification

You agree to defend, indemnify, and hold harmless Axelra Early Stage AG, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Service, including, but not limited to, your User Content, any use of the Service's content, services, and products other than as expressly authorized in these Terms or your use of any information obtained from the Service.

16. Limitation of Liability

Axelra Early Stage AG shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

17. Contact Information

For any questions about these Terms, please contact us at info@axelra.com. We are committed to resolving any concerns and addressing any questions you may have about your experience with the Service.

18. Acknowledgement

By using the Service, you acknowledge that you have read these Terms, understand them, and agree to be bound by them. You further acknowledge that these Terms together with the Privacy Policy represent the entire and exclusive agreement between you and Axelra Early Stage AG regarding the Service, and these Terms supersede and replace any prior agreements between you and Axelra Early Stage AG regarding the Service.