

Terms of Use

Effective Date: February 1, 2023

Astral Babes is a collection of digital artworks instantiated as ordinals on the Bitcoin blockchain. This website, along with its functionalities (“Site”), is an interface allowing the purchase of these digital collectibles (“NFTs”). The Site is owned and operated by Deezy Inc. (“we”, “us”, “Deezy”).

Please read this agreement carefully before accessing or using the Site. This agreement sets forth the legally binding terms and conditions governing your use of the Site, and your limited rights if you purchased an NFT from us.

We may make changes to these Terms of Use from time to time by posting such changes to the Site. By continuing to use the Site after notice of such change is given, you agree to be bound the revised Terms of Use.

Ownership and Non-Commercial License

Each Astral Babe collectible is a digital work (“Work”) instantiated as an ordinal NFT on the Bitcoin blockchain. An NFT is any bitcoin ordinal associated with a work. We minted the NFT associated with the Work, and as the creator of the work (“Creator”), we are the sole author and we own all legal rights to the Work, including intellectual property rights, titles and interests in the underlying work. If you purchase an NFT from us, you become the owner of the purchased NFT (“Owner”). The Owner is not granted ownership in the Work, but instead receives a grant of limited rights set forth under this license (“License”). In the event of resale of the purchased NFT, this License regulates the relations between the previous Owner and the new Owner of the purchased NFT.

License to use NFTs

We retain exclusive interest in and ownership of our intellectual property, including without limitation all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights, in the Work, the Site, and otherwise (collectively “**Intellectual Property Rights**”). Each Owner acknowledges and agrees that Deezy’s Intellectual Property Rights subsist in, and Deezy Inc. retains all Intellectual Property Rights in, each and any NFT, part thereof or combination thereof, subject to the express grants of license made in these Terms of Service.

Except for the grant of the Personal Use Right and the Resale Right (defined below) in accordance with these Terms, nothing in these Terms functions to assign or transfer, nor creates any right in favor of any person to use, any of Deezy’s Intellectual Property Rights.

Deezy hereby grants to each Owner a license to the NFT purchased or received by such Owner, upon the following terms and conditions and the other provisions of these Terms:

- The license is perpetual, non-exclusive, royalty-free, non-sublicensable, and world-wide.
- For any Owner, the license to use a NFT or any modified or derivative work from such NFT (a “Related Work”) commences when such Owner acquires a corresponding NFT and terminates automatically when such Owner transfers, sells, destroys, or surrenders that NFT, or violates any of these Terms.
- Each Owner may use the artwork from any NFT in relation to which such Owner owns the corresponding NFT to the exclusion of all other persons other than Deezy Inc. The Owner may not use any NFT to which such Owner does not own the corresponding NFT.

- Each Owner may copy, display, distribute, and create Related Works of the NFT for any commercial or non-commercial use (the “Personal Use Right”). Each Owner agrees that copyright in any such Related Works will vest in Deezy Inc., and hereby assigns such copyright to Deezy Inc. Owner will have the right to use such Related Works under the terms of this license so long as such Owner remains the owner of the corresponding NFT from which such Related Works derive. The NFT agrees that the Personal Use Right is to use a NFT or Related Work whole and entire, and not any part thereof or form of display which would obscure or diminish any individual part of a NFT such that the NFT resembles a different NFT, or comes to resemble a NFT in relation to which the Owner does not own the corresponding NFT. The Personal Use Right shall also include a license to use the words “Astral Babes” and the Deezy trademarks related to the Owner’s NFT solely for the purpose of identifying the collection to which the NFT relates.
- Each Owner may use his or her NFT without attribution to us.
- Any Owner may sell, transfer, or assign all (but not less than all) of its right, title, and interest in and to its license to use a given NFT (a “Resale”) only by selling the associated NFT. Upon such Resale, all of the Owner’s rights and interests in and to the NFT, including all of the Owner’s rights and interests in and to the Personal Use Right in relation to such NFT and any derivative or modified works, will be considered sold, transferred, or assigned, as the case may be, to the buyer, transferee, or assignee of such NFT including the license to resell the NFT (the “Resale Right”). The Owner’s rights, title and interest in the NFT may not be assigned, sold or transferred, in whole or in part, to any person and the Resale Right may not be exercised, in whole or in part, without a transfer of the NFT to the assignee, purchaser or transferee, as applicable. Evidence that a person has access to the private keys of a given NFT shall be sufficient evidence for Deezy to treat such person as being entitled to exercise the rights of an Owner over that NFT, subject to these Terms.
- The Owner may not delegate, sublicense, temporarily assign, mortgage, charge, or pledge (“Charge”) the Owner’s Personal Use Right, Resale Right, or NFT. Any such purported Charge is void and will result in the immediate termination of the Owner’s rights hereunder and the reversion of those rights to us.
- Except as otherwise provided herein, the Personal Use Right does not grant any rights to use the words “Astral Babes,” “Deezy,” or any trademark of Deezy, inc. in connection with the use of any NFT.

Your Obligations While Using the Site

You are entirely responsible for keeping your wallets and other credentials for accessing this Site or any NFTs confidential and secure. We are not responsible for any unauthorized access to your account or wallet by others. We have no ability to undo, reverse, or restore any transactions. We are not responsible or liable to you for any losses, damages, or claims arising from user error, server failure, corrupt wallet files, unauthorized access to applications, or any unauthorized third-party activities. You agree to use the Site only for purposes that are legal and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, you may not (i) modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of the Site, (ii) interfere with or disrupt the operation of the Site, including restricting or inhibiting any other person from using the Site by means of hacking or defacing; (iii) take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure.

We have the right, in our sole discretion, to restrict access to this Site for any of the activities mentioned in this section, including blocking certain IP addresses from accessing the Site. In addition, we reserve an unlimited right to terminate anyone's access to the Site for any reason or no reason.

Sales and Payment

Sales on this Site will be conducted through the Bitcoin network, third-party payment processors, or other methods as we in our sole and absolute discretion decide. Prices for NFTs will be as indicated on the purchase landing page. We have no insight or control over these payments, nor do we have ability to reverse any transactions or settle failed transactions. You agree to assume the risk of making any such transactions, whether conducted through the Bitcoin network or otherwise. We will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you conducted via the Bitcoin network. **EXCEPT AS REQUIRED BY LAW, ALL ASTRAL BABES PURCHASES ARE FINAL AND NON-REFUNDABLE. NO REFUNDS, RETURNS OR EXCHANGES WILL BE PERMITTED.**

Children

Our Site is not intended for children. You must be at least 18 years old to access this Site or purchase a Work. By using the Site, you represent that you meet this minimum age requirement.

Disclaimer

While we make reasonable efforts to ensure that the Site remains available at all times, we do not represent or warrant that access to the Site will be error-free or uninterrupted, or without defect, and we do not guarantee that users will be able to access or use the Site, or its features, at all times.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site, or any part thereof, with or without notice.

The Site may contain typographical errors or inaccuracies and may not be complete or current. We reserve the right to correct any such errors, inaccuracies or omissions and to change or update information at any time without prior notice.

The use of the Site is at your sole risk. To the maximum extent permitted by law, in no event are we liable to you based on or related to the Site and its related services, whether it be based in contract, tort, strict liability or otherwise. We are not responsible for any losses or damages. In the event a court finds that the above disclaimers are not enforceable, then you agree that we are not liable for (1) any damages in excess of \$500.00 or (2) any indirect, incidental, punitive, special, or consequential damages or loss of use, lost revenue, lost profits or data to you or any third party from your use of the Site. This limitation applies regardless of the basis of your claim or the amount of your claimed loss.

Our Intellectual Property

Our graphics, logos, names, designs, page headers, button icons, scripts, and service names are our trademarks, trade names and/or trade dress. The "look" and "feel" of the Site (including color combinations, button shapes, layout, design and all other graphical elements) are protected by U.S. copyright and trademark law. All product names, names of services, trademarks and service marks ("Marks") are our property or the property of their respective owners, as indicated. You may not use the Marks or copyrights for any purpose whatsoever other than as permitted by this Terms of Use.

Data Collection and Use

You understand and agree that our [privacy policy](#) shall govern the collection and use of data obtained by us through your use of the Site.

Indemnification

You agree to defend, indemnify and hold us and our suppliers, subsidiaries, licensors, and licensees, and each of their officers, directors, shareholders, members, employees and agents harmless from all allegations, judgments, awards, losses, liabilities, costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees, and costs of litigation arising out of or based on (a) your use of the Site or any NFT or Related Work, (b) your violation of the Terms of Use, and (c) your violation of applicable laws, rules or regulations in connection with your access to or use of the Site or any NFT or Related Work.

Governing Law and Jurisdiction; Arbitration

Except as otherwise restricted by applicable law, you agree that any claim or dispute arising out of or relating in any way to the Service will be resolved solely and exclusively by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement. The laws of the State of New York shall govern this Agreement and shall be used in any arbitration proceeding.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of this Agreement as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the following email address: support@deezy.io

You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, you agree to waive any right to a jury trial.

Notwithstanding the foregoing, you agree that we may bring suit in court to enjoin infringement or other misuse of intellectual property or other proprietary rights.

To the extent arbitration does not apply, you agree that any dispute arising out of or relating to the Service, or to us, may only be brought by you in a state or federal court located in New York County, New York. You hereby waive any objection to this venue as inconvenient or inappropriate and agree to exclusive jurisdiction and venue in New York.