

Creator's Limited Edition Certification Agreement

Updated February 16, 2024

This Agreement ("Creator's Limited Edition Certification Agreement", "Agreement") is entered between Books Beats Box, Inc ("3BX") referred to as "the Company," and the individual uploading the digital asset ("Creator", "Uploader").

Recitals:

WHEREAS, Uploader is the rightful owner of certain digital assets ("Digital Assets") that they desire to upload and offer for sale on the Company's platform;

WHEREAS, the Company operates a platform that facilitates the sale and purchase of limited edition digital assets;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Limited Edition Certification.

1.1. Certification of Uniqueness:

By using this platform, Uploader hereby certifies that each digital asset uploaded as a limited edition is unique, and the quantity specified as the limited edition is accurate and truthful.

1.2. Exclusivity Commitment:

Uploader agrees that once a digital asset is certified and categorized as a limited edition on the Company's platform, they shall not upload the same digital asset to any other platform offering similar limited edition digital asset sales.

2. Damages for Violation:

2.1. Certification Breach:

In the event of a breach of the certification provided in Section 1, the Company reserves the right to take legal action and seek damages for the harm caused to its reputation and the trust of its users.

2.2. Customer Remedies:

If a Digital Asset is found to have been sold in violation of the limited edition certification, the Company may, at its discretion, require full refunds to customers who purchased the affected limited editions. Uploader agrees to promptly refund such customers.

2.3. Clawback of Payouts:

Uploader acknowledges that any payouts made from the revenue generated by the sale of affected limited editions may be subject to clawback by the Company. Uploader agrees to return any such payouts upon the Company's request.

3. Governing Law and Dispute Resolution:

By using this platform, you agree that this Agreement shall be governed by and construed in accordance with the laws of Delaware (USA). Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the rules of the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

4. Miscellaneous:

4.1. Entire Agreement: By using this platform, you acknowledge that this Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written, relating to the subject matter hereof.

4.2. Amendments: By using this platform, you acknowledge that no amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

5. Acknowledgment of Existing Policies

5.1. The Creator acknowledges that this Agreement is an addition to the existing **Terms of Service** and **Privacy Policy** and does not substitute or replace these policies.

6. Contact

6.1. *Contact Information.* If you have additional questions or comments of any kind, please let us know by sending your comments or requests to us at:

Mail:

Books Beats Box, 3BX inc.
3261 Old Washington Road, Suite 2020

Waldorf, Maryland 20602

Email Address:
support@booksbeatsbox.com

Telephone number:
+1 240 - 681 - 9072

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