Terms and conditions

CellarCoin Terms and Conditions

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Introduction

Welcome to CellarCoin, a revolutionary platform that bridges the fine wine industry with the burgeoning world of blockchain through Non-Fungible Tokens (NFTs) representing physical bottles of wine. Before you embark on this journey with us, it is crucial to understand and agree to these Terms and Conditions.

1. Definitions

“Platform”: The term refers to the CellarCoin website, mobile application, and any other services, features, or applications associated with CellarCoin.

“NFT” (Non-Fungible Token): This term represents the unique digital tokens available through the platform, which correspond to ownership or specific rights related to a physical bottle of wine.

“User”: This term refers to you, the person accessing or using the platform.

“We,” “Us,” “Our”: These terms represent CellarCoin and its parent, subsidiary, and affiliate companies.

2. Eligibility and Compliance

To utilize the services offered by the CellarCoin platform, you must be at least 18 years old and possess the legal capacity to enter into a binding contract. Additionally, by using this platform, you agree to comply with all applicable laws and regulations, including but not limited to those regarding online conduct and acceptable content.

3. Account Access and Security via MetaMask

Instead of traditional account registration, our platform uses MetaMask, a third-party blockchain extension, to enable users to interact with the CellarCoin ecosystem. To access our services, you'll need to connect your MetaMask account.

The security of your MetaMask wallet is solely your responsibility. We cannot recover or reset MetaMask passwords, recover or reset secret phrases, nor can we reverse incorrect token transfers or transaction errors. You are responsible for keeping your MetaMask credentials secure and must report any unauthorized actions relating to your MetaMask wallet to us as soon as you become aware of them.

By using this method of access, you also agree to any terms and conditions set forth by MetaMask and acknowledge that we are not liable for any issues related to the usage of MetaMask or any other third-party service.

4. Transactions involving NFTs

Transactions involving the exchange, purchase, or redemption of NFTs (Non-Fungible Tokens) on our platform are irreversible actions that are permanently recorded on the blockchain. Once completed, these transactions cannot be undone, modified, or refunded. Therefore, it is imperative that users exercise due diligence and fully comprehend the nature of NFT transactions before proceeding with them.

You, as the user, bear the sole responsibility for understanding the specific terms, conditions, and limitations associated with each individual NFT. This includes, but is not limited to, the attributes, metadata, copyright issues, and any other pertinent information about the NFT or the physical good it may represent. You should also be aware that the value of NFTs can be extremely volatile and that participating in the NFT marketplace carries inherent risks.

Furthermore, given that NFTs are based on blockchain technology, users should understand that network congestion, accidental sending to incorrect addresses, or other technical issues could potentially interfere with or prevent transactions. Our platform does not hold responsibility for such eventualities.

By engaging in NFT transactions on our platform, you acknowledge and accept these risks and agree to indemnify and hold harmless CellarCoin and its affiliates from any losses, damages, or claims that may arise from your participation in the NFT marketplace facilitated by us.

5. Redemption of NFTs for Physical Goods

The unique feature of our platform is the ability to redeem your NFTs for the corresponding physical bottle of wine, thereby converting your digital asset into a tangible good. Upon initiating a redemption process, the associated NFT will be irrevocably burned or destroyed, rendering it null and void in the digital realm. This action is also irreversible and will be recorded on the blockchain.

To facilitate the redemption, you are required to provide an accurate and complete shipping address where the physical bottle of wine can be delivered. It is your responsibility to ensure the provided information is correct; any errors or omissions may result in delays, losses, or additional costs, for which we are not liable.

Please be advised that the process of redeeming an NFT for a physical good is subject to shipping and handling fees, which must be borne by you. Additionally, if the item is to be shipped internationally or across state lines, you are also responsible for any import duties, taxes, or other charges that may apply according to local regulations or laws. Failure to settle these fees may result in the forfeit of your redeemed item.

By initiating the redemption process, you acknowledge and agree to these terms, and you also confirm that you comply with any legal age restrictions for the purchase and possession of alcoholic beverages, in accordance with the laws of the jurisdiction to which the item will be shipped.

6. Geographic Limitations

We currently operate primarily within the SEPA (Single Euro Payments Area) region.The choice of geography is in line with our policy to minimize the risk of money laundering and other illicit activities by focusing on jurisdictions with robust regulatory frameworks.

7. Payment Methods

We accept a variety of payment methods, including credit/debit cards and certain cryptocurrencies. All financial transactions are secured through encryption, and we reserve the right to use third-party payment processors.

8. Security and Data Protection

We prioritize the security of your data and implement best practices to safeguard your information. However, no method of electronic storage is 100% secure, and while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee absolute security.

9. Regulatory Compliance and Legal Obligations

We strictly adhere to regulatory requirements, including Know Your Customer (KYC), Anti-Money Laundering (AML), and Counter-Terrorism Financing (CTF) policies. We reserve the right to freeze any account suspected of engaging in illicit activities and report to the relevant authorities.

10. Privacy Policy

Our Privacy Policy outlines how we collect, store, and use your data. By using this platform, you also agree to our Privacy Policy.

11. Limitation of Liability and Indemnification

You agree to indemnify and hold harmless CellarCoin and its affiliates against any and all claims, damages, obligations, losses, liabilities, costs, and expenses arising from your violation of these terms.

By using the platform, you understand and agree that CellarCoin shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses.

These terms are subject to change at our discretion. It is your responsibility to review these Terms and Conditions regularly.

Thank you for choosing CellarCoin. Enjoy your experience!