

ZIEN TERMS OF SERVICE - PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE/OUR WHATSAPP CHANNEL

What's in these Terms?

Welcome to Zien's Terms of Service (Terms). These Terms were last updated on 27th July 2022. We may update the Terms from time to time and will post any revised versions on this web page. These Terms tell you the rules for using our website and services which we provide using our website and our WhatsApp phone number (Platform).

These Terms are provided in a layered format so you can click through to the specific areas set out below. Alternatively, you can download a pdf version of the Terms [here](#). Please also refer to the Glossary at the end of these Terms to understand the meaning of the defined terms used in these Terms.

It is important to us that we have an open and transparent relationship with all of our users. If you have any questions or would like further information about our Terms please visit our FAQs <https://zien.io/faq> or you can get in touch with us by emailing us at office@zien.io.

[1. \[WHO WE ARE AND HOW TO CONTACT US\]](#)

[2. \[YOU ACCEPT THESE TERMS\]](#)

[3. \[NATURE OF OUR SERVICES\]](#)

[4. \[SALE OF EXPANDED NFTS ON THE ZIEN PLATFORM\]](#)

[5. \[RIGHTS AND OBLIGATIONS OF COLLECTORS\]](#)

[6. \[CHANGES, SUSPENSION, WITHDRAWAL, TRANSFER OF SERVICES\]](#)

[7. \[KEEP YOUR ACCOUNT SAFE\]](#)

[8. \[NO MINING, SCRAPING OR UNLAWFUL COPYING\]](#)

[9. \[WE ARE NOT RESPONSIBLE FOR LOSS, DAMAGE OR VIRUSES\]](#)

[10.\[GOVERNING LAW\]](#)

[11.\[GLOSSARY\]](#)

1. Who we are and how to contact us

Our Platform and services are provided by Zien X Limited (**We**). We are a limited company registered in England and Wales under company number 1243898 and have our registered office at Flat 2, 7 The Broadway, London SW13 0NY.

To contact us, please email office@zien.io.

2. You accept these Terms

By using our Platform, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Platform.

IF YOU DO NOT READ ALL OR SOME OF THESE TERMS, THEY WILL STILL APPLY TO YOUR USE OF OUR PLATFORM.

In addition to these Terms, our Privacy Policy applies to your use of our Platform. We will only use your personal information as set out in our [privacy policy](#).

3. Nature of our services

Zien is a curated WhatsApp channel to collect contemporary art and non-fungible tokens (NFTs).

Expanded NFTs are NFTs that are redeemable by the collector for counterpart physical artworks: Zien's on-chain, state-change process (**Expanded NFT**).

Expanded NFTs are blockchain native artworks that are both digital and material.

Zien invites select artists (**Zien Artists**) to use the ERC-721 Non-Fungible Token Standard on Ethereum to create Expanded NFTs. Leveraging the Zora open source contract repository, Zien extends the ERC-721 Non-Fungible Token Standard to include artist resale royalties, which are built into Zien's smart contracts. The metadata which the Zien smart contracts link to includes a URL link to the original digital artwork, which is stored on IPFS. All of our code is open source on GitHub and the Zien smart contracts will be available to view on mainnet [here](#).

The Zien Platform sells Expanded NFTs

The Zien Whatsapp channel and website are where Zien offers Expanded NFTs for sale on behalf of Zien Artists. Expanded NFTs are minted upon purchase. Collectors who purchase an Expanded NFT can resell it on the secondary market or opt to redeem for the counterpart physical artwork to be fabricated by the Zien Artist (**Physical Artwork**). If collectors opt to redeem for the Physical Artwork they can resell the redeemed Expanded NFT on the secondary market.

The prices of blockchain assets and NFTs are extremely volatile

Fluctuations in the price of other digital assets could materially and adversely affect the value of Expanded NFTs, which may also be subject to significant price volatility.

USE OF THE PLATFORM, THE PURCHASE AND SALE OF ZIEN NFTS AND EXPANDED NFTS AND REDEEMING ZIEN NFTS FOR PHYSICAL ARTWORKS IS AT YOUR OWN RISK. ZIEN WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY YOU OR ANY THIRD PARTY AS A RESULT.

4. Sale of Expanded NFTs on the Zien Platform

Prices on the Zien Platform

Expanded NFTs are minted upon purchase by the user in ETH.

The cost of redeeming an Expanded NFT for a Physical Artwork is to be paid in USDC.

Zien receives commissions on transactions; Zien Artists receive royalties on secondary market transactions

Artists receive between 50-70% of primary sales of Expanded NFTs, depending on the level of collaboration with Zien across curation, engineering, production, strategy, design, and communication, with the remainder of the primary sale amount being paid to Zien as a commission fee.

Secondary market sales of Expanded NFTs incur a royalty payment of 6% of the sale price to the Zien Artist and a commission payment of 4% of the sale price to Zien.

Should Zien have any responsibility at law and by virtue of any jurisdiction now or in the future to pay any artist's resale right to the Artist in relation to the Expanded NFTs, then where such responsibility extends above the royalty payment [by way of smart contract] of 6% to the Zien Artist described above, the collector is liable to pay this additional royalty direct to the Artist or Zien must be immediately reimbursed in full for paying the Artist the additional royalty.

Taxes may need to be paid by the user

The collector may need to pay VAT and import taxes on purchased and redeemed Expanded NFTs. It is the responsibility of the user to deal with any such taxes owing.

Transactions on Zien Platform are between seller and purchaser, not Zien

Zien is not responsible under, nor a party to, any contract of sale between an artist selling an Expanded NFT and a collector purchasing or redeeming the Expanded NFT (**Contract of Sale**), notwithstanding that a commission fee may be received by, or owed to Zien as a consequence of the transaction. Zien will not be held liable for any breach of a Contract of Sale by one or both of the parties to the Contract of Sale.

USE OF THE PLATFORM, THE PURCHASE AND SALE OF EXPANDED NFTS AND REDEEMING EXPANDED NFTS FOR COUNTERPART PHYSICAL ARTWORKS IS AT YOUR OWN RISK. ZIEN WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY YOU OR ANY THIRD PARTY AS A RESULT.

5. Rights and Obligations of Collectors

Intellectual property rights in digital artwork remain with the Zien Artist

The collector who purchases an Expanded NFT owns the title to the NFT. However, Zien Artists retain all intellectual property rights (including copyright and where relevant, trade

mark rights, image rights and all other related rights, such as moral rights) in the original digital artwork stored on IPFS which is linked by URL to the Expanded NFT.

Collector can display Expanded NFTs for personal, non-commercial use

Collectors may display the digital artwork of the Expanded NFT for their personal, private use only (but not for commercial gain) **provided the Artist is identified where reasonably possible in connection with such display and the Expanded NFT is not modified in any way.**

Acceptable displays of the Expanded NFT by collectors include: displaying the digital artwork component on a screen in the collector's home or virtual environment and display on collector's social media accounts.

Some displays of the digital artwork component of the Expanded NFT by collectors that are not acceptable include: loaning for a public exhibition without permission of the Zien Artist, using to promote a business or other commercial venture of the collector and printing on a t-shirt or other physical or digital garment.

If the collector sells an Expanded NFT or a redeemed Expanded NFT on the secondary market, they will no longer have permission to display the digital artwork. Where the collector sells a redeemed Expanded NFT without the Physical Artwork, they may continue to display the Physical Artwork in their home. Loaning of the Physical Artwork for a public exhibition requires the permission of the Zien artist.

Collectors can redeem the Expanded NFT counterpart Physical Artwork

Collectors of Expanded NFTs may redeem the Expanded NFT for the Physical Artwork.

In order to redeem the Physical Artwork, the collector must send the command *redeem* to the Zien phone number on WhatsApp. A conversation with our production team will be initiated who will take the collector through the redemption process.

Collectors have the option to redeem the Expanded NFT for the Physical Artwork where they have purchased the Expanded NFT from the Artist on the Zien platform or where they have purchased the Expanded NFT on secondary market platforms like Zora or Opensea from a collector who has not previously redeemed for the Physical Artwork. If the Expanded NFT has already been redeemed for a Physical Artwork by a previous collector, the new collector will not be entitled to redeem the Expanded NFT for another Physical Artwork.

Physical Artworks are fabricated as a bespoke service by the Zien Artist

Where and how the Physical Artwork is fabricated varies with each Zien Artist. The artist fee, fabrication and packaging/crating costs, commission fee for Zien, materials used and production process involved is confirmed prior to the point of redemption.

To redeem the Expanded NFT for the Physical Artworks, collectors must pay all costs in USD Coin (USDC) or an ERC-20 alternative agreed between Zien and the collector. Payment for the costs is made to Zien by way of smart contract transaction, to confirm and begin production. Upon completion of this payment by way of smart contract

transaction, the Expanded NFT cannot be transferred to any other digital wallet or third party during the state-change process. This is to ensure that the Physical Artwork is received by the collector who redeemed the Expanded NFT and no one else. Delivery arrangements and shipping costs will be confirmed by Zien on behalf of the Zien Artist by email at or as reasonably near to the time of the Expanded NFT being redeemed as possible. Shipping costs will be paid to Zien by way of smart contract transaction with the payment for costs. Upon receipt of this payment of costs by Zien, Zien will pay the fabricator for the costs of fabrication on behalf of the Zien Artist. The remainder of the payment of costs will be split between the Zien Artist (generally 50-70% of the remainder) and Zien (generally 30-50% of the remainder). Zien will pay the Zien Artist their split of the remainder.

Upon delivery of the Physical Artwork to the collector, the collector is required to submit a final smart contract transaction to mark the state-change process as complete and unlock their Expanded NFT. The collector completes a transaction on-chain for which they are required to only pay the cost of gas fees.

Fabrication contracts are between the Zien Artist and the purchaser, not Zien

Zien is not responsible under, nor a party to, the fabrication contract between a collector of an Expanded NFT and a Zien Artist for the production and delivery of the Physical Artwork (**Fabrication Contract**).

The terms of the Fabrication Contract are in addition to these Terms and may include, for example, the production timeline, fabrication and delivery requirements. The collector will be noted of such additional terms by email at the point of redeeming the Expanded NFT. Zien will not be held liable for any breach of the Fabrication Contract by one or both of the parties to the Fabrication Contract.

Zien is not responsible for the quality of the fabrication of the Physical Artwork.

Intellectual property rights in Physical Artwork will vest in the Zien Artist upon creation

Unless the Fabrication Contract provides otherwise, the collector of an Expanded NFT owns the tangible property in the Physical Work but all intellectual property will vest in the Artist. Subject to any exceptions to copyright infringement provide by any applicable law, the collector must obtain permission from the Artist prior to reproducing, uploading, sharing electronically or otherwise exploiting the intellectual property rights in the Physical Artwork.

The Physical Work may only be loaned or leased for exhibition with the prior permission of the Zien Artist.

Once created the Physical Work may not be altered, modified or destroyed except with the express written permission of the Zien Artist.

Collectors can sell the Expanded NFT and/or the Physical Artwork

Collectors can sell unredeemed Expanded NFTs on secondary marketplaces such as Zora or Opensea.

Collectors can sell redeemed Expanded NFTs with the Physical Artwork, or they can sell the Physical Artwork without the counterpart Expanded NFT.

Collectors can sell redeemed Expanded NFTs on secondary marketplaces such as Zora or Opensea.

6. Changes, suspension and withdrawal of services

We may make changes to these Terms

We amend these Terms from time to time. Every time you wish to use our Platform, please check these Terms to ensure you understand the Terms that apply at that time. These Terms were most recently updated on 27th July 2022

We may make changes to our Platform

We may update and change our Platform from time to time to reflect changes to our services, our users' needs and our business priorities.

We may suspend or withdraw our Platform

We do not guarantee that our Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Platform through your internet or mobile connection are aware of these Terms of use and other applicable Terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

7. Keep your account safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at office@zien.io.

8. No mining, scraping or unlawful copying

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.
- Copying distributing or communicating to the public any images or artworks provided through our site except to the extent expressly provided otherwise in Zien's documentation applicable to your use of our site

Provided always that the above restrictions shall not apply to the extent the restriction in question is not permitted to be excluded under the law applicable to Zien.

9. We are not responsible for loss, damage or viruses

Our responsibility for loss or damage suffered by you

Collectors/subscribers may be business users or consumers depending on the circumstances.

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Otherwise and to the fullest extent permitted by law our liability to you in any calendar year is limited to the total of any service or drop fees paid to us by you in that calendar year.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other Terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.

- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

10. Governing Law

Which country's laws apply to any disputes?

If you are a consumer, please note that these Terms of use, their subject matter and their formation, are governed by English law.

You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these Terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

11. Glossary

DIGITAL WALLET:

A cryptocurrency wallet is an application that functions as a wallet for your cryptocurrency. The wallet stores the passkeys you use to sign your cryptocurrency transactions and provides the interface that lets you access your crypto. Wallets are used to send, receive, purchase, sell, store and display digital assets.

GAS FEES:

Gas refers to the fee required to successfully conduct a transaction or execute a contract on the Ethereum blockchain platform. Priced in small fractions of the cryptocurrency ether (ETH), commonly referred to as gwei, the gas is used to allocate resources of the Ethereum virtual machine (EVM) so that decentralized applications such as smart contracts can self-execute in a secured but decentralized fashion.

IPFS:

The InterPlanetary File System (IPFS) is a protocol and peer-to-peer network for storing and sharing data in a distributed file system. As opposed to a centrally located server, IPFS is built around a decentralized system of user-operators who hold a portion of the overall data.

MINT:

Minting an NFT is converting, verifying, and registering the ownership of crypto assets using a smart contract on the blockchain. The process turns a digital file into a type of digital certificate that is stored on a blockchain, such as a digital asset on the Ethereum blockchain, so that it can be purchased, sold, traded, sent, and received.

SMART CONTRACT:

Smart contracts are self-executing contracts on a blockchain that run when predetermined conditions are met. They typically are used to automate the execution of an agreement so that all participants can be immediately certain of the outcome, without any intermediary's involvement or time loss. The code and the agreements contained therein exist across a distributed, decentralized blockchain network. The code controls the execution, and transactions are trackable and irreversible. They can also automate a workflow, triggering the next action when conditions are met.

ON-CHAIN:

On-chain refers to cryptocurrency transactions that occur on the blockchain and remain dependent on the state of the blockchain for their validity. On-chain transactions are considered valid only when the blockchain has been updated to reflect the transactions

on the public ledger. On-chain transactions can't be altered once they're verified and recorded on the network.