

Offer description

Type of Content offered

☒ Digital Content: **[The Celestial Wars - Character Cards]**

Title: **TCW Character Cards**

Author: John Campbell – The Creative now.

Other features of the offer:

[Other features of the offer: Any standard internet browser can display the image of the Community Token. The image of the Community Token symbolises membership of the Community. As a community member, you get access to special content and (digital) products on Creatokia. A guarantee on the quantity or quality of the content cannot be given].

Your rights on acquiring Digital Content

Upon the acquiring of access to the NFT and payment of its purchase price, the exclusive right to access the Digital Content represented by the NFT is granted under the following Conditions:

1. Download for private use

Seller will provide you with a copy of the respective Digital Content for download and private use only. The download will be made via Creatokia or another service provider selected by us.

2. Permitted uses:

You are entitled to use the Digital Content only for your own personal, non-commercial purposes. Except as expressly permitted under the Terms of Use or applicable law, neither you nor any person other than the Publisher is entitled to make or cause to be made any digital or physical copies (e.g., printouts) of the Digital Content or make the Digital Content available, in whole or in part, to any third party; in particular, you may not transmit copies of the Digital Content to any third party or otherwise make the Digital Content available to any third party (whether for a fee or free of charge), e.g., via the Internet or an intranet.

3. Automatic display of the cover and metadata on Creatokia and other NFT platforms

You are entitled to have the cover art and metadata of the Digital Content displayed on Creatokia and other services as part of an automatic display of the NFTs contained in your Wallet.

4. Rules on resale:

Resale of the NFT is only permitted on Creatokia or the following verified platforms:

- Creatokia.com
- OpenSea.com
- Rarible.com

With each resale via such a platform, the Publisher's Revenue Share of 10 % of the sales price is automatically deducted from the sales price and transferred to the Publisher's wallet. The

reseller therefore only receives the remaining 90 % of the sales price.

Upon resale of the NFT, your rights to use the Digital Content will terminate. You are obligated to delete all copies of the Digital Content that you may have stored on all end devices.

Right of cancellation

If the Seller is an entrepreneur and the Buyer is a consumer (a natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity, § 13 BGB), the Buyer has a statutory right of cancellation. In the case of a sale by a consumer, there is therefore no right of cancellation.

However, a Buyer, by entering into the Purchase Agreement, agrees that Creatokia or the Seller shall commence performance of the Agreement prior to the expiration of the cancellation period and acknowledges that upon commencement of the performance of the Agreement, the Buyer shall lose its right of cancellation.

Insofar as the purchased Content includes a Service (clause 4.2), the Buyer agrees upon conclusion of the Purchase Agreement that the Seller may commence performance of the contract, if applicable, prior to expiry of the cancellation period, and confirms that the Buyer loses its right of cancellation upon complete performance of the Service.

The right of cancellation does not apply to contracts

- for the delivery of goods which have been manufactured according to customer specifications or which are clearly tailored to personal requirements, or which are not suitable for return due to their nature,
- for the delivery of audio or video recordings or of software, provided that you have unsealed the delivered data carriers,
- for the supply of data not on a physical medium, produced and made available in digital form (Digital Content), where the Buyer has explicitly consented to the Publisher commencing performance of the contract before the expiry of the cancellation period and the Buyer has confirmed his knowledge that by consenting the Buyer loses its right of cancellation on commencement of performance of the Agreement, and
- if the price of the respective Service depends on fluctuations on the financial market over which the party has no influence and which may occur within the cancellation period, i.e., even if the purchase price is to be paid in cryptocurrency.

Cancellation policy**Right of cancellation**

You have the right to cancel this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the date of conclusion of the contract.

In order to exercise your right of cancellation, you must inform us (John Campbell – The Creative now., 100 Spanish Oak Drive, Georgetown, Texas 78628) by means of a clear declaration (e.g., a letter sent by post, fax or e-mail) of your decision to cancel from this contract. You can use the attached model cancellation form, which is not prescribed.

In order to comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of cancellation before the expiry of the cancellation period.

Consequences of cancellation

If you cancel this contract, we must repay you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notification of your cancellation from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

The following form can be used to declare the revocation, but it is not mandatory:

Sample cancellation form

(If you wish to cancel the contract, please fill in and return this form).

- To John Campbell – The Creative now., 100 Spanish Oak Drive, Georgetown, Texas 78628:
- I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following
- Goods (*)/the provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in the case of notification on paper)
- date

(*) Delete as applicable.