

Something Cool — Terms of Use

Terms Of Use

These Terms of Use constitute a legally binding agreement between you ("you" or "your") and Something.cool ("SC", "we", "our" or "us"). The Terms govern your use of the Something.cool Services made available to you on or through the Platform or otherwise. Something.cool Services may be provided by Something.cool or any Something.cool Affiliate.

By accessing the Something.cool Platform and/or using the Something.cool Services, you agree that you have read, understood and accepted these Terms, together with any additional documents. You acknowledge and agree that you will be bound by and will comply with these Terms, as updated and amended from time to time.

If you do not understand and accept these Terms in their entirety, you should not use the Something.cool Platform.

RISK WARNING

The value of Digital Assets can fluctuate significantly and there is a material risk of economic loss when buying, selling, holding or investing in Digital Assets. You should therefore consider whether trading or holding Digital Assets is suitable for you taking into account your personal circumstances, financial or otherwise.

Please ensure that you fully understand the risks involved before using the Something.cool Platform and Something.cool Services.

You acknowledge that we are not your broker, intermediary, agent or advisor and we have no fiduciary relationship or obligation to you in connection with any activities you undertake when using the Something.cool Platform. We do not and are not providing any investment or consulting advice and no communication or information that we provide to you is intended to be, or should be construed as, advice of any kind.

You are responsible for determining whether any investment, investment strategy or related transaction is appropriate for you in light of your personal investment objectives, financial

circumstances and risk tolerance and you are responsible for any associated loss or liability. We do not recommend that any Digital Asset should be bought, earned, sold or held by you. Before making the decision to buy, sell or hold any Digital Asset, you should conduct your own due diligence and consult your financial advisor. We are not responsible for the decisions you make to buy, earn, sell or hold Digital Assets based on the information or services provided by us, including any losses you incur arising from those decisions.

1. Introduction

1.1. Something.cool is a platform designed to assist with the creation and trading of Digital Assets. The Something.cool group provides users with a platform to create Digital Assets.

1.2. By using the Something.cool Platform you are entering into a legally binding agreement with us. These Terms will govern your use of the Something.cool Platform.

1.3. You must read these Terms, together with the documents referenced in the Terms, carefully and let us know if you do not understand anything.

1.4. You acknowledge that you will be bound by, and agree that you will comply with, any relevant additional terms and conditions that apply to your use of the Something.cool Platform.

2. Eligibility

2.1. To be eligible to use the Something.cool Platform, you must:

- a. be an individual, corporation, legal person, entity or other organisation with the full power, authority and capacity to (i) access and use the Something.cool Platform; and (ii) enter into and comply with your obligations under these Terms;
- b. if you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you must be duly authorised to act on behalf of and bind such legal entity for the purposes of entering into these Terms;
- c. not be located, incorporated, otherwise established in, or resident of, or have business operations in:
 - i. a jurisdiction where it would be illegal under Applicable Law for you access or use the Something.cool Platform, or cause us or any third party to contravene any Applicable Law; or
 - ii. a country listed in our List of Prohibited Countries.

2.2. We may amend our eligibility criteria at any time at our sole discretion. Where possible, we will give you notice in advance of the change. However, we may occasionally need to make changes without telling you in advance. This may include where:

- a. we are making the change as a result of legal and/or regulatory changes;
- b. the changes being made are in your interest; and/or
- c. there is any other valid reason which means there is no time to give you notice.

Where we are unable to give you advance notice, we will let you know of the change as soon as possible after it is made.

3. Something.cool Platform

3.1. Usage of the Something.cool Platform is provided at our absolute discretion. We reserve the right to refuse any usage of the Something.cool Platform without reason or restrict your access to the Something.cool Platform at any time.

3.2. You must not post, upload or publish to any platform or media any abusive, defamatory, dishonest, or obscene message or any messages intended to manipulate a market or to spread false or misleading information or messages that are otherwise in contravention of Applicable Laws in

respect of Digital Assets created on the Something.cool Platform, and doing so may result in termination of or restrictions on the availability of the Something.cool Platform to you.

4. Fees and Calculations

4.1. There are certain fees for use of the Something.cool Platform.

4.2. You agree to pay all applicable fees in connection with your use of the Something.cool Platform as requested during your use on the Something.cool Platform.

4.3. You authorise us to deduct all applicable fees, commissions, interest, charges and other sums that you owe from the Wallet that you connect to the Something.cool Platform under these Terms.

4.4. Amending our fees. We may adjust our fees from time to time in accordance with Clause 14.4 of these Terms.

4.5. Calculations: Any calculations made by the Something.cool in connection with your use of the Something.cool Platform are final and binding on you in the absence of Manifest Error.

5. Records

We keep your personal data to enable your continued use of the Something.cool Platform, and as may be required by law such as for tax and accounting purposes, compliance with anti-money laundering laws.

6. Accessing the Something.cool Platform

6.1. To access the Something.cool Platform you must have the necessary equipment (such as a computer or smartphone) and access to the internet. You can access the Something.cool Platform through the use of bots or otherwise as we may permit from time to time.

6.2. The use of the Platform and other access methods may be subject to such additional terms as we require from time to time and shall communicate to you.

7. Transactions

7.1. You acknowledge and agree that where you execute any Transaction with Improper Intent and/or in the case of Manifest Error, Something.cool is authorised by you (without any payment or penalty or liability due by Something.cool and provided that such action is in compliance with Applicable Law) to cancel/void such Transaction (to the extent possible), take such actions as Something.cool may reasonably deem fit and treat such Transaction as if they had never been entered into.

7.2. We may be required under these Terms or Applicable Law to share information about your activities on the Something.cool Platform with third parties and within the Something.cool Group. You acknowledge and agree that we are entitled to disclose such information.

7.3 We do not represent or warrant that any actions by you on the Something.cool Platform will be completed successfully or within a specific time period.

8. Submission of Instructions

8.1. You must ensure that any Instruction submitted is complete and accurate. We are not required to verify the accuracy, authenticity or validity of any Instruction and will not monitor or reject Instructions on the basis that they are, or appear to be, duplicates. However, if we are in doubt as to the accuracy, authenticity or validity of an Instruction, we may refuse to act upon or defer acting upon any Instruction, or seek further information with respect to the Instruction.

8.2. Instructions are irrevocable and therefore once an Instruction has been submitted you have no right to rescind or withdraw it without our written consent. Your Instruction is not deemed to be received by us until it has been received by our server. Our record of all Instructions will be conclusive and binding on you for all purposes.

8.3. By submitting an Instruction you are authorising us to initiate the Transaction. We are therefore authorised to credit or debit (or provide information to third parties for the purposes of the third party crediting or debiting) your Digital Assets from your Wallet in accordance with your Instruction. If you have insufficient Digital Assets in your Wallet to effect the Transaction (i.e. less than the required amount to settle the Transaction and to pay all the fees associated with the Transaction), then we have the right to refuse to effect any Transaction. Something.cool may also refuse to act on instructions to the extent permitted by these Terms. It is your responsibility to hold sufficient Digital Assets in your Wallet.

8.4. You are aware that Instructions and information transmitted on the Platform or by email are generally transmitted via the internet and may be routed via public, transnational installations which are not specifically protected. We cannot guarantee that the Instructions and information transmitted will be completely protected against unauthorised access, and you accept the associated risks.

9. Material interests and conflicts

9.1. You understand and agree that neither your relationship with us nor any services we provide to you, nor any other matter, will give rise to any duties on our part or on the part of any Something.cool Affiliate, whether legal, equitable, fiduciary in nature, save as are expressly set out in these terms. In particular, we and any Something.cool Affiliate may from time to time act in more than one capacity, and in those capacities we may receive fees or commissions from more than one user (including you). You agree that we may act in such capacities and provide any other services or carry out any business with or for you, any Something.cool Affiliate or any other user.

9.2. You understand and agree that neither we nor any Something.cool Affiliate will be required to: (i) have regard to any information known to us, or to any Something.cool Affiliate, which is or may be a material interest; (ii) disclose any such information to you; or (iii) use any such information for your benefit. You further acknowledge that from time to time we may receive general market information in the course of providing access to the Something.cool Platform to you, which we may use in the ordinary course of our business.

9.3. We have established and maintain effective organisational and administrative arrangements with a view to taking all appropriate steps to identify and manage conflicts of interest between us and our users and relevant third parties, so as to prevent conflicts of interest from adversely affecting the interests of our users. We reserve the right at all times to decline to act for you where we are not able to manage a conflict of interest in any other way.

10. Transaction limits

Your activity on the Something.cool Platform may be subject to limits that Something.cool shall determine from time to time at its sole discretion.

11. Security

11.1. You are responsible for taking appropriate action to protect your hardware and data from viruses and malicious software, and any inappropriate material. Except as provided by Applicable Law, you are responsible for backing up and maintaining duplicate copies of any information you

store or transfer through the Something.cool Platform. We are not responsible for any claim or losses resulting from your failure to comply with this clause.

11.2. At all times, you and any Permitted Users shall maintain adequate security and control of all of the information used to access the Something.cool Platform. You are responsible for taking the necessary security measures to protect such details, including by:

a. strictly abiding by all of our mechanisms or procedures;

b. never allowing remote access or sharing your computer and/or computer screen with someone else when you are logged into the Something.cool Platform;

c. remembering that under no circumstances will we ask you to share any of your passwords or 2-factor authentication codes or similar.

11.3. You must keep the information used to access the Something.cool Platform secure against any attacks and unauthorised access.

11.4. It is important that you monitor your Activity History to ensure any unauthorised or suspicious activity on your account is identified and notified to us as soon as possible. You acknowledge that any Security Breach may result in unauthorised access to your account by third parties and the loss or theft of any Digital Assets and/or funds from your Wallet and any associated Wallets or accounts.

11.5. If you suspect a Security Breach, you must ensure that:

a. we are notified immediately and continue to be provided with accurate and up to date information throughout the duration of the Security Breach;

b. you take any other steps that we may reasonably require to reduce, manage or report any Security Breach.

11.6. We reserve the right to request, and you agree to promptly provide, any and all information and documents we deem relevant or necessary in connection with an actual or suspected Security Breach. You further acknowledge and agree that we may provide such information to any third party that we deem necessary in order to investigate or resolve any Security Breach.

12. Class Action Waiver

You and Something.cool agree that any Claims shall be brought against Something.cool in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You further agree to waive any right for such Claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of Something.cool .

13. Privacy

13.1. Our collection and use of personal data in connection with these Terms and use of the Something.cool Platform is as provided in our Privacy Notice (as updated from time to time). You acknowledge that we may process personal data in relation to you, that you have provided to us, or we have collected from you in connection with these Terms. Your personal data will be processed in accordance with the Privacy Notice, which shall form part of these Terms.

13.2. You represent and warrant that:

a. you acknowledge that you have read and understood our Privacy Notice.

b. our business changes regularly and our Privacy Notice will change also. Therefore, if from time to time we provide you with a replacement version of the Privacy Notice, you will promptly read the Privacy Notice.

14. Amending the Terms

14.1. We can make changes to these Terms and any terms and conditions incorporated by reference at any time and your continued use of the Something.cool Platform constitutes your consent to such changes. Changes to these Terms will be published on our website and may also be notified to users by such other means as Something.cool determines at its sole discretion.

14.2. Generally, we will try to notify users prior to changes to these Terms taking effect. However, we may occasionally need to make changes that are effective immediately, in which case users will be notified as soon as possible after the changes take effect. The circumstances in which changes to these Terms may take effect immediately may include, for example and without limitation, where:

a. the change is to address legal and/or regulatory requirements;

b. the changes are made to clarify the Terms.

14.3. If you do not wish to accept the changes, please cease to use the Something.cool Platform. In absence of your ceasing to use the Something.cool Platform, your continued access to or use of the Something.cool Platform shall be deemed acceptance of the updated Terms.

14.4. We may also make changes to the fees charged from time to time, which may include introducing new fees and/or charges. If you do not wish to accept the changes, please cease to use the Something.cool Platform. In absence of such cessation, your continued access to or use of the Something.cool Platform shall be deemed acceptance of the updated Terms.

15. Termination, suspensions, restrictions

15.1. We may at any time modify or discontinue, temporarily or permanently, any portion or feature of the Something.cool Platform. In particular, we may: (i) refuse to complete or block, cancel, or, where permitted by Applicable Law, reverse (the extent possible) any action you have undertaken; (ii) terminate, suspend, or restrict your access to any or all of the Something.cool Platform; (iii) refuse to transmit information or instructions to third parties (including but not limited to third-party Wallet operators); and/or (iv) take whatever action we consider necessary, in each case with immediate effect and for any reason including, but not limited to where:

a. you are not, or are no longer, eligible to use the Something.cool Platform;

b. we reasonably suspect that:

i. the person connecting to the Something.cool Platform with your Wallet is not you, or we suspect that you have been or will be using the Something.cool Platform for any illegal, fraudulent, or unauthorised purposes;

ii. information provided by you is wrong, untruthful, outdated, or incomplete;

c. we have reasonable concerns in relation to your creditworthiness or financial status;

d. we reasonably consider that we are required to do so by Applicable Law, or any court or authority to which we are subject in any jurisdiction;

e. we have determined or suspect:

i. that you have breached these Terms;

ii. that any activity is unauthorised, erroneous, fraudulent, or unlawful or we have determined or suspect that the Something.cool Platform or your Wallet are being used in a fraudulent, unauthorised, or unlawful manner;

iii. there is any occurrence of money laundering, terrorist financing, fraud or any other crime in connection with your usage of the Something.cool Platform;

f. the use of the Something.cool Platform is subject to any pending, ongoing or threatened litigation, investigation, or judicial, governmental or regulatory proceedings and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your usage of the Something.cool Platform;

g. you owe amounts to us that are not satisfied, whether due to a chargeback or on any other basis;

h. you have taken any action that may circumvent our controls without our written consent; or

i. there is any other valid reason which means we need to do so.

We will take reasonable steps to provide you with appropriate notice.

15.2. You acknowledge and agree that:

a. the examples set out in clause 15.1 above of when we might take action to terminate, suspend, close or restrict your access to the Something.cool Platform is a non-exhaustive list; and

b. our decision to take certain actions, including, without limitations, to terminate, suspend, or restrict your access to your usage of the Something.cool Platform, may be based on confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of our risk management and security procedures to you.

15.3. Where we terminate, suspend, hold or restrict your access to the Something.cool Platform:

a. if you have Instructions or Transactions that are open, they may be closed by you, or by us, depending on the circumstances of the termination, suspension, hold, restriction or other action we take;

b. you authorise and grant us the right to deduct costs and fees directly from any assets in the Wallet that you connected to the Something.cool Platform.

15.4. If we are informed and reasonably believe that any Digital Assets in your Wallet are stolen or otherwise are not lawfully possessed by you (whether by error or otherwise), we may, but have no obligation to terminate your usage of the Something.cool Platform. We will not become involved in any dispute, or the resolution of the dispute, relating to (i) any Digital Assets you have in your Wallet or may have used with regard to the Something.cool Platform; or (ii) the Digital Assets on the Something.cool Platform that may have been created, bought or sold using such Digital Assets.

16. Something.cool IP

All Something.cool IP shall remain vested in Something.cool or a Something.cool Affiliate.

17. Licence of Something.cool IP

We grant to you a non-exclusive licence for the duration of these Terms, or until we suspend or terminate your usage of the Something.cool Platform, whichever is sooner, to use the Something.cool IP, excluding the Trade Marks, solely as necessary to allow you to access and use the Something.cool Platform for non-commercial personal use, in accordance with these Terms.

18. Licence of User IP

18.1. You grant to us a perpetual, irrevocable, royalty-free, worldwide and non-exclusive licence to use the User IP to the extent it:

a. forms part of, or is necessary for the use of, any Created IP; and

b. is necessary to allow us to provide you with access to the Something.cool Platform, from time to time.

18.2. The licence granted by you under this clause includes our right to sub-licence to a third party to the extent required to enable us and any Something.cool Affiliates to provide you with the services on the Something.cool Platform, or any part of them.

19. Created IP

19.1. The Created IP shall automatically vest in us from time to time on the date on which it is created.

19.2. You hereby assign to us (and agree to procure that any agents, representatives or contractors assign), with full title guarantee, title to all present and future rights and interest in the Created IP.

19.3. If requested to do so, you shall (and agree to procure that any agents, representatives or contractors shall), without charge to us, sign and/or execute all documents and do all such acts as we may require to perfect the assignments under this clause.

20. General

20.1. You agree and acknowledge that: (i) we are not responsible for any User Material (whether provided by you or by third parties) which may be used on, uploaded to or made available on the

Something.cool Platform; and (ii) use of any such User Material is at your own risk and that we do not provide any warranties in relation to the same.

20.2. We shall have the right at our sole and absolute discretion to remove, modify or reject any content that you submit to, post, use or display on the Platform (including any User Material) for any reason. We reserve the right to take any actions as we deem appropriate at our sole discretion, including giving a written warning to you, removing any User Material, recovering damages or other monetary compensation from you, suspending or terminating your access to the Something.cool Platform. We shall also have the right to restrict or ban you from any and all future use of the Something.cool Platform.

20.3. You agree that we may record any communications, electronic, by telephone, over video call, chat, VOIP or otherwise, that we have with you in relation to these Terms, and that any such record that we keep will constitute evidence of the communications between you and us. You agree that telephone conversations and video calls may be recorded so that we can respond to inquiries, ensure compliance with applicable laws, improve our services and provide customer support.

21. Prohibited use

21.1. By using the Something.cool Platform or carrying out any Transaction, and without prejudice to any other restriction or limitation set out in these terms, you agree that you will not:

a. breach these Terms or any agreement entered into pursuant to, or in connection with, these Terms;

b. use the Something.cool Platform in a manner that violates our Prohibited Use Policy;

c. use Something.cool Platform for commercial purposes, including transactions on behalf of other persons or entities, unless expressly agreed by us in writing;

d. use the Something.cool Platform for anything which, in Something.cool 's sole opinion, is conduct designed to control or artificially affect the price of any Digital Asset (market manipulation) including, without limitation, Something.cool and dump schemes, wash;

e. engage in fraudulent activities, or cause us to suspect that you have engaged in fraudulent activities or Transactions;

f. undertake any activities or use the Something.cool Platform in a manner that results in, or may result in, complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties, or other liability to us, other users, third parties, or yourself;

g. provide false, inaccurate or misleading information in connection with your use of the Something.cool Platform, in communications with us, or otherwise connected with these Terms;

h. (i) use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the Platform, or replicate or bypass the navigational structure or presentation of the Something.cool Platform in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided by the Something.cool Platform; (ii) attempt to access any part or function of the Something.cool Platform without authorisation, or connect to the Something.cool Platform or any of our servers or any other systems or networks of the Something.cool Platform provided through the Something.cool Platform by hacking, password mining or any other unlawful or prohibited means; (iii) probe, scan or test the vulnerabilities of Something.cool Platform or any network connected to the Something.cool Platform, or violate any security or authentication measures on the Something.cool Platform or any network connected to the Something.cool Platform; (iv) track or seek to track any information of any other users or visitors of the Something.cool Platform; (v) take any actions that impose an unreasonable or disproportionately large load on the infrastructure of systems or networks of the Something.cool Platform, or the infrastructure of any systems or networks connected to the Something.cool Platform; (vi) use any devices, software or routine programs to interfere with the normal operation of the Something.cool Platform or any transactions on the Something.cool Platform, or any other person's use of the Something.cool Platform; or (vii) forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to us;

i. modify or adapt the whole or any part of the Something.cool Platform or combine or incorporate the Platform into another programme or application;

j. disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code, object code underlying concepts, ideas and algorithms of the Platform or any components thereof;

k. modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any copyright statement or label, or licence, sublicense, sell, mirror, design, rent, lease, private label, grant security interests in such Something.cool IP or any part of the intellectual properties, or create derivative works or otherwise take advantage of any part of the Something.cool IP;

l. facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or information in connection with the Something.cool Platform;

m. (i) use an anonymizing proxy; (ii) use any device, software, or routine to interfere or attempt to interfere with our Sites; and (iii) take any action that may cause us to lose any of the services from our internet service providers, or other suppliers;

n. create, or purport to create, any security over your Digital Assets that may be on the Something.cool Platform without our prior written consent;

o. violate, or attempt to violate, (i) any Applicable Law; or (ii) our or any third party's copyright, patent, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; and/or

p. access, use, or attempted to access or use, the Something.cool Platform directly or indirectly with jurisdictions Something.cool has deemed high risk, including but not limited to Russia, Cuba, Iran, North Korea, or Syria or as may be identified as being sanctioned as prescribed by United States of America, United Kingdom, or United Nations, including but not limited to those on the sanctions lists maintained by the U.S. Office of Foreign Assets Control.

22. Representations and warranties

22.1. You hereby represent and warrant to us, at all times, the following:

a. all decisions made in connection with these Terms were solely and exclusively based on your own judgement and after your own independent appraisal of your financial resources, ability and willingness to take relevant risks and financial objectives;

b. you have full power, authority, and capacity to (i) access and use the Something.cool Platform; and (ii) enter into and deliver, and perform your obligations under these Terms and any agreement entered into pursuant to, or in connection with, these Terms;

c. all consents, permissions, authorisations, approvals and agreements of third parties and all authorisations, approvals, permissions, consents, registrations, declarations, filings with any Regulatory Authority, governmental department, commission, agency or other organisation having jurisdiction over you which are necessary or desirable for you to obtain in order to (i) access and use the Something.cool Platform; and (ii) enter into and deliver, and perform the Transactions contemplated under these Terms and any agreement entered into pursuant to, or in connection with, these Terms, have been unconditionally obtained in writing, disclosed to us in writing, and have not been withdrawn or amended;

d. you either (i) have valid, unconditioned and enforceable rights to use the images and Intellectual Property Rights in any images that are uploaded to the Something.cool Platform as part of the process to create Digital Assets; or (ii) have obtained all necessary consents, permissions, licenses, and authorizations required to use the images and Intellectual Property Rights in any images that are uploaded to the Something.cool Platform as part of the process to create Digital Assets, and such use in respect of the Something.cool Platform does not and will not infringe, misappropriate, or violate any Intellectual Property Rights of any third party.

e. these Terms and any agreement entered into pursuant to, or in connection with, these Terms constitute valid and legally binding obligations, enforceable against you in accordance with their respective terms;

f. if you are a legal entity, you are duly incorporated, duly organised, and validly existing under the laws of your jurisdiction and have full power to conduct your business; and

g. your access and use of the Something.cool Platform, your execution and delivery of, and the performance of your obligations under these Terms and any agreement entered into pursuant to, or in connection with, these Terms, will not:

i. if you are a legal entity, partner in a partnership or trustee of a trust result in a breach of or conflict with any provision of your constitution, articles of association, partnership agreement, trust deed or equivalent constitutive documents;

ii. result in a breach of, or constitute a default under, any instrument, agreement, document or undertaking to which you are a party or by which you or any of your property is bound or subject; and

iii. result in you, or cause us or any third party to, breach any Applicable Law, decree or judgement of any court, or any award of any arbitrator or those of any governmental or Regulatory Authority in any jurisdiction.

23. Technology disclaimers

23.1. The Something.cool Platform is provided on an "as is" and "as available" basis without any representation or warranty, whether express or implied, to the maximum extent permitted by Applicable Law. Specifically, we disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any representations or warranties that access to the Something.cool Platform or any of the materials contained therein, will be continuous, uninterrupted, timely or error-free. This could result in the inability to trade on the Something.cool Platform for a period of time and may also lead to time delays.

23.2. We may, from time to time, suspend access to the Something.cool Platform, for both scheduled and emergency maintenance. We will make reasonable efforts to ensure that Transactions on the Something.cool Platform are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete processing, which is dependent upon many factors outside of our control.

23.3. Although we make reasonable efforts to update the information on the Sites and the Something.cool Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on Something.cool Platform, is accurate, complete or up to date.

23.4. Links to third-party websites (including, without limitation, content, materials, and/or information in the third-party websites) may be provided as a convenience but they are not controlled by us. You agree that we are not responsible for any aspect of the content, materials, information or services contained in any third-party websites accessible or linked from the Something.cool Platform.

23.5. You are responsible for obtaining the data network access necessary to access and use the Something.cool Platform. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Something.cool Platform and any updates thereto.

Something.cool does not guarantee that the Something.cool Platform, or any portion thereof, will function on any particular hardware or devices. The Something.cool Platform may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

24. Indemnity

24.1. You hereby undertake and agree to indemnify us and hold us harmless upon demand from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third-party, governmental authority, or industry body, and all claims, liabilities, damages (actual and consequential), losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation), costs, and expenses, including without limitation all interest, penalties and legal and other reasonable attorneys' fees and other professional costs and expenses ("Losses"), arising out of or in any way connected with:

a. your access to or use of the Something.cool Platform;

b. your breach or alleged breach of these Terms or your contravention of any other clause or sub-clause of these Terms;

c. your contravention of any Applicable Law; and

d. your violation of the rights (intellectual property or otherwise) of any third party.

24.2. You hereby irrevocably and unconditionally agree to release us from any and all claims and demands (and waive any rights you may have against us now or in future in relation to any Losses you may suffer or incur), arising directly or indirectly out of or in connection with any dispute that you have with any other user or other third party, directly or indirectly in connection with the use of the Something.cool Platform or the subject matter of these Terms.

25. Liability

25.1. Neither we, nor any Something.cool Affiliate has or will have any responsibility or liability for any loss suffered by you or any third party, except to the extent that such loss arises solely and directly as a result of wilful misconduct or actual fraud.

25.2. Without prejudice to the foregoing and notwithstanding any other clause in these Terms, in no event will the liability of us or any Something.cool Affiliate in aggregate exceed the amount of fees paid by you to the Something.cool Group for the transaction that it is claimed gave rise to the loss. Such sum shall be paid by us to you in full and final settlement and satisfaction of our and any Something.cool Affiliate's entire liability for any and all losses and claims, howsoever arising, from the relevant events.

25.3. You acknowledge and agree that neither we nor any Something.cool Affiliate is aware of any special circumstances pertaining to you, and that damages are an adequate remedy and that you shall not be entitled to any other claims or remedies at law or in equity, including but not limited to, any claim in rem, injunction, and/or specific performance.

25.4. Notwithstanding any other clause in these Terms, you hereby acknowledge and agree that in no event will we or any Something.cool Affiliate be responsible or liable to you or any other person or entity for:

a. any direct or indirect losses (including loss of profits, business or opportunities), damages, or costs, whether arising out of or in connection with the Something.cool Platform or otherwise, including but not limited to:

i. the operation of the protocols underlying any Digital Asset, their functionality, security, or availability;

ii. any action or inaction in accordance with these Terms;

iii. any inaccuracy, defect or omission of Digital Assets price data, any error or delay in the transmission of such data, and interruption in any such data;

iv. regular or unscheduled maintenance we carry out including any service interruption and change resulting from such maintenance;

v. the theft of a device enabled to access and use the Something.cool Platform;

vi. other users' actions, omissions or breaches of these Terms, and any damage caused by actions of any other third parties;

vii. (1) for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack; (2) in the event that your hardware fails, is damaged or destroyed or any records or data stored on your hardware are corrupted or lost for any reason; or (3) for your use of the internet to connect to the Something.cool Platform or any technical problems, system failures, malfunctions, communication line failures, high internet traffic or demand, related issues, security breaches or any similar technical problems or defects experienced;

viii. any termination, suspension, hold or restriction of access to the Something.cool Platform;

ix. the failure of a Transaction or the length of time needed to complete any Transaction;

x. our refusal or delay in acting upon any Instruction;

xi. any breach of security of either your Wallet, email, personal social media or personal hardware or the Something.cool Platform;

xii. losses suffered by you as a result of third party action, including third party fraud or scams that involve the Something.cool Platform only as the recipient of your Digital Assets and/or purchase or sale of Digital Assets;

xiii. losses suffered by you as a result of the conversion of Digital Assets away from our platform;

xiv. any losses arising or in connection with new offerings of Digital Assets, initial coin offerings (ICOs);

xv. the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of the Something.cool Platform or for delays or omissions of the Something.cool Platform, or for the failure of any connection or communication service to provide

or maintain your access to the Something.cool Platform, or for any interruption in or disruption of your access or any erroneous communications between us, regardless of cause; and

xvi. any Transactions, Instructions, or operations effected by you or purported to be effected by you on the Something.cool Platform;

b. any loss of business, profits, anticipated savings or opportunities, or any special, punitive, aggravated, incidental, indirect or consequential losses or damages, whether arising out of or in connection with the Something.cool Platform, these Terms and/or any agreement entered into pursuant to, or in connection with, these Terms or otherwise;

c. any losses or damages you may incur due to Manifest Error and/or in the event of extreme market volatility and/or as a result of any cancellation/amendment of any Transactions, howsoever arising, whether direct or indirect, special or consequential, including, but not limited to, loss of profit and loss of opportunity even if any member of the Something.cool Group was aware of the possibility of such loss or damage arising or if such loss or damage was reasonably foreseeable; and/or

d. any losses forming part of a Claim that has not been commenced by way of formal legal action within one calendar year of the commencement of the matter giving rise to the Claim. To the extent that this sub-clause is prohibited by law, the minimum period applicable under the applicable law shall apply instead.

25.5. We are not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us. You and, where relevant, your Permitted Users are responsible for all access credentials and must keep such details safe at all times.

26. Governing law

Aside from where Applicable Law requires or provides you with a choice otherwise, these Terms (including this arbitration agreement) shall be governed by, and construed in accordance with, the laws.

27. Dispute Resolution

27.1. Please contact Something.cool first if you have any concerns with the Services. We would like to address your concerns without resorting to formal legal proceedings, if possible. We will attempt to resolve the dispute internally as soon as possible. The parties agree to negotiate in good faith for a period of one month to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).

27.2. In the event the dispute cannot be resolved satisfactorily, and you wish to assert a Claim against Something.cool, then you agree to set forth the basis of such Claim in writing in a "Notice of Claim," as a form of prior notice to Something.cool. The Notice of Claim must (i) describe the nature and basis of the claim or dispute, (ii) set out the specific relief sought, (iii) include your Wallet reference. The Notice of Claim should be submitted to Customer Support. After you have provided the Notice of Claim to Something.cool, the dispute referenced in the Notice of Claim may be submitted by either Something.cool or you to arbitration in accordance with the below clause (Agreement to Arbitrate).

27.3. For the avoidance of doubt, the submission of a dispute to Something.cool for resolution internally and the delivery of a Notice of Claim to Something.cool are prerequisites to commencement of an arbitration proceeding (or any other legal proceeding).

27.4. During the arbitration, the amount of any settlement offer made by you or Something.cool shall not be disclosed to the arbitrator.

27.5. Aside from where Applicable Law requires or provides you with a choice otherwise, you and Something.cool agree that, subject to the immediately preceding clause above (Notice of Claim and Dispute Resolution Period), any Claim shall be determined by mandatory final and binding individual (not class) arbitration administered by the London Court of International Arbitration ("LCIA") in accordance with the Rules for the time being in force, which rules are deemed incorporated by reference in this clause.

27.6. The seat of arbitration shall be London.

27.7. Tribunal shall consist of one arbitrator to be appointed in accordance with the Rules for the time being in force.

27.8. The language of the arbitration shall be in English.

27.9. You and Something.cool further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including without limitation any objections with respect to the existence, scope or validity of the Agreement to Arbitrate, or to the arbitrability of any Claim

27.10. The arbitration provisions set forth in this clause will survive termination of these Terms.

27.11. Any arbitration against Something.cool must be commenced by filing and serving a Notice of Arbitration in accordance with the Rules within one year after the date that the user asserting the Claim first found out or reasonably should have found out the alleged act, omission or default giving rise to the Claim ("Limitation Period"). For the avoidance of doubt, the Limitation Period shall include the Dispute Resolution Period set out at clause 27.1. There shall be no right to any remedy or relief for any Claim by the user if the Notice of Arbitration in respect of that Claim is not filed and served on Something.cool within that Limitation Period. If the Limitation Period is contrary to applicable law, the user shall be required to bring any Claim against Something.cool within the shortest time period permitted by the applicable law. A Notice of Arbitration should be served on Something.cool in accordance with the Applicable Laws and rules of service.

27.12. The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, the existence or content of the Claim, all documents and information provided or exchanged in connection with the arbitration, and any submissions, orders or awards made in the arbitration shall be kept confidential and no party shall disclose any of the foregoing to any third party except the tribunal, the , the parties, their counsels, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other persons necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose such confidential information:

a. if the written consent of the other party is obtained;

b. to the extent required by applicable law or by the regulations of any regulatory or supervisory authority of competent jurisdiction to which the party is or may become subject to or pursuant to any order of court or other competent authority or tribunal of competent jurisdiction;

c. in connection with the commencement, pursuit or defence by a party of any bona fide legal proceedings to enforce or challenge any award rendered in the arbitration; and

e. to the extent that the relevant confidential information is in the public domain otherwise than by breach of this agreement.

27.13. This term of confidentiality in this clause shall survive termination of these Terms and conclusion or stay of any arbitration brought pursuant to these Terms.

28. Contact

28.1. If you have questions, feedback or complaints you can contact us via our Support team through <https://t.me/somethingcool> support

28.2. We will contact you using the details you provide to us or that we may reasonably find, such as via directly messaging you on X (formerly known as Twitter).

29. General terms

29.1. You must comply with all Applicable Law, licensing requirements and third party rights (including data privacy laws and anti-money laundering and countering the financing of terrorism laws) in your use of the Something.cool Platform.

29.2. We may give notice to you by electronic means (including but not limited to Telegram or direct message over social media). Notices may be given, and are deemed to be received, whether or not a notice of delivery failure is received. You may give us notices only as we direct, which may change from time to time. Any notices, consent or other communication given under these Terms must be in writing, in English, and signed or otherwise authorised by the party giving it.

29.3. All official announcements and news will be broadcast on X (formerly known as Twitter) from the official Something.cool account. These announcements are important, and may relate to issues that may impact the value of your Digital Assets, or their security. You are responsible for monitoring the Something.cool Platform and reading and considering these announcements.

29.4. The Terms constitute the whole agreement between you and us with respect to the Something.cool Platform. Each party acknowledges that it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Terms.

29.5. You may not assign or transfer any of your rights or obligations under the Terms without our prior written consent, which may, in some cases, require additional information to be provided or enhanced due diligence to be performed. However, we may assign or transfer any of our rights or obligations under the Terms at any time to anyone else, including, without limitation, in connection with any merger, acquisition, or other corporate reorganisation involving Something.cool .

29.6. If, at any time, any clause or sub-clause of the Terms is or becomes illegal, invalid, or unenforceable in any respect, neither the legality, validity or enforceability of the remaining clauses or sub-clauses will in any way be affected or impaired.

29.7. You agree that we may record any telephone, email and chat conversations with you, as well as any other forms of communications, including communication used to give Instructions or effect Transactions, between you and us, and that the recordings may be used as evidence in any proceedings relating to any agreement with you. These records will be our sole property.

29.8. These Terms may be translated into a language other than the English language. Any such translation is provided solely for your convenience. In the event of inconsistency or ambiguity, the English text will prevail.

29.9. Other than in relation to Something.cool Affiliates, nothing expressed or referred to in these Terms will be construed to give any person other than the parties to these Terms any legal or equitable right, remedy, or claim under or with respect to these Terms or any clause or sub-clause of these Terms. The Terms and all of its clauses and sub-clauses are for the sole and exclusive benefit of the parties to these Terms and their successors and permitted assigns.

29.10. All clauses and sub-clauses of these Terms, which by their nature extend beyond the expiration or termination of these Terms, will continue to be binding and operate after the termination or expiration of these Terms.

29.11. Something.cool is not an agent of you in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership, or franchise between the parties.

29.12. We will not be liable for any delay or failure to perform as required by these Terms to the extent the delay or failure is caused by a Force Majeure Event.

29.13. No delay or omission by us in exercising any right or remedy under the Terms will operate as a waiver of the future exercise of that right or remedy or of any other rights or remedies under the Terms. The rights and remedies provided in the Terms are cumulative and not exclusive of any rights or remedies provided by Applicable Law.

29.14. In addition to any legal or other remedy available under the Terms or by law, we may set-off any amounts you owe to us under the Terms or otherwise. You must pay all sums that you owe to us free and clear without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by Applicable Law.

29.15. If you receive information about another user through the Something.cool Platform, you must keep the information confidential and only use it in connection with your usage of the Something.cool Platform and always in accordance with Applicable Law. You must not disclose or distribute any user information to a third party or use the information in any manner except as reasonably necessary to effect a Transaction.

29.16. Where you have breached these Terms, Something.cool may publish, or otherwise provide its users with details of the breach, including any information that you have provided Something.cool . Something.cool may only do so where it determines that doing so is necessary for the protection of other users, and consistent with Applicable Law.

29.17. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report, and remit the correct tax to the appropriate tax authority. You agree that we are not responsible for determining whether any taxes apply to your use of the Something.cool Platform or for collecting, reporting or remitting any taxes arising from any Transaction or use of the Something.cool Platform.

30. Definitions and interpretation

In these Terms:

30.1. clause headings and numbering are for convenience only and do not affect the meaning, priority or interpretation of any clause or sub-clause of these Terms;

30.2. the words "include" or "including" shall mean including without limitation and include without limitation respectively;

30.3. any undertaking to do or not do a thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing;

30.4. words importing the singular include the plural and vice versa and words importing a gender include any gender;

30.5. any reference to a document is to that document as amended, varied or novated from time to time otherwise than in breach of these Terms or that document; and

30.6. in the event of inconsistency between these Terms (including any documents referred to in these Terms) the inconsistency shall be solved by giving such provisions and documents the following order of precedence:

(1) the Privacy Notice; and

(2) these Terms.

30.7. except where the context requires otherwise, the following terms shall have the following meanings:

"Activity History" means the record of your Transactions and activity on the Something.cool Platform.

"Applicable Law" means all relevant or applicable statutes, laws (including rules of common law), principles of equity, rules, regulations, regulatory principles and requirements, notices, orders, writs, injunctions, judgements, bye-laws, rulings, directives, proclamations, circulars, mandatory codes of conduct, guidelines, practice notes and interpretations (whether of a governmental body, regulatory or other authority), that are applicable to the provision, receipt or use of the Something.cool

Platform, or any other products or deliverables provided, used or received in connection with the Something.cool Platform.

"Backed Digital Assets" means Digital Assets that purport to be backed by or otherwise tied or pegged in value to another asset, including but not limited to Digital Assets, fiat currency or commodities.

"Claim" means any dispute, claim, difference or controversy between you and Something.cool (and/or any Something.cool Affiliates) arising out of, in connection with, or relating in any way to:

a. these Terms including their existence, validity, subject matter, interpretation, performance, breach, negotiation, termination, enforceability or the consequences of their nullity;

b. your relationship with Something.cool (and/or any Something.cool Affiliates) as a user (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms); or

c. any non-contractual obligations arising out of or relating to these Terms or your relationship with Something.cool (and/or any Something.cool Affiliates).

"Control" means the power of a person to secure that the affairs of another are conducted in accordance with the wishes of the first person whether by means of:

a. in the case of a company, being the beneficial owner of more than 50% of the issued share capital of or of the voting rights in that company, or having the right to appoint and remove a majority of the directors or otherwise control the votes at board meetings of that company by virtue of any powers conferred by the organisational documents, shareholders' agreement, a majority of the board of directors or any other document regulating the affairs of that company or by any other means; or

b. in the case of a partnership, being the beneficial owner of more than 50% of the capital of that partnership, or having the right to control the composition of or the votes to the majority of the management of that partnership by virtue of any powers conferred by the partnership agreement or any other document regulating the affairs of that partnership or by any other means.

"Created IP" means any Intellectual Property Rights created by you pursuant to these Terms, including the User Materials, but excluding any other User IP.

"Digital Assets" means a digital representation of value or rights which may be transferred and stored electronically, using distributed ledger technology or similar technology, including, but not limited to, cryptocurrencies, stablecoins, non-fungible tokens and tokenised derivatives of any other digital asset.

"Force Majeure Event" means:

- a. any fire, strike, riot, civil unrest, terrorist act, war or industrial action;
- b. any natural disaster such as floods, tornadoes, earthquakes and hurricanes;
- c. any epidemic, pandemic or public health emergency of national or international concern;
- d. any act or regulation made by a government, supra national body or authority that we believe stops us from providing services on the Something.cool Platform;
- e. the suspension or closure of any Something.cool Affiliate;
- f. the imposition of limits or unusual terms by a government on any Digital Assets traded on the Something.cool Platform;
- g. technical failures in transmission, communication or computer facilities including power failures and electronic or equipment failures;
- h. the failure of any supplier, intermediate broker, agent, principal custodian, sub-custodian, dealer, exchange, staking platform, liquidity pool, bridge provider, issuer of a Backed Digital Asset, market maker, clearing house or regulatory organisation to perform its obligations to us;

i. any labour or trade disputes, strikes, industrial actions or lockouts (other than in each case by Something.cool or the Something.cool Affiliates); and/or

j. an event which significantly disrupts the market for Digital Assets, which could include excessive movements in the price, supply or demand of a Digital Asset, whether regulated or unregulated.

"Improper Intent" means intent or behaviour where Something.cool reasonably believes or determines that there may be or has been actual or suspected market manipulation and market abuse on your part, including (without limitation), capitalising on opportunities where the executable price of a Transaction does not reflect prevailing market rates, or taking unfair advantage of the way in which prices may appear on the Something.cool platform.

"Instruction" means any instruction, request, or order submitted to the Something.cool Platform by you to execute any Transaction, through such medium and in such form and manner as Something.cool may require and "Instruct" shall be construed accordingly.

"Intellectual Property Rights" means: (i) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered); (ii) applications for registration, and rights to apply for registration, of any of the foregoing rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

"List of Prohibited Countries" means countries or jurisdictions Something.cool has deemed high risk, including but not limited to, Cuba, Iran, North Korea, Syria, Russia or as may be identified as being sanctioned as prescribed by United States of America, United Kingdom, or United Nations, including but not limited to those on the sanctions lists maintained by the U.S. Office of Foreign Assets Control.

"Losses" has the meaning given to it in Clause 24.1.

"Manifest Error" means any error or omission (whether an error of Something.cool or any third party) which is manifest or palpable, including a misquote by any representative of Something.cool or a Something.cool Affiliate taking into account the current market, or any error of any information, source, official, official result or pronunciation.

"Network Event" means in relation to a Digital Asset, any event in respect of the blockchain or the smart contract that underlies a Digital Asset, which is beyond Something.cool 's control, and results in either (a) a loss of control or ownership by Something.cool or a third party of any amount of such Digital Asset; or (b) transaction records on the blockchain being altered, reversed or otherwise invalidated, whether by way of a fraudulent act or consensus, which shall include without limitation any double spending attack, "51-percent attack", or blockchain reorganisation, in each case as determined by Something.cool in good faith and in its sole discretion.

"Privacy Notice" means the privacy notice located at <https://Something.cool/docs/privacy-policy>.

"Something.cool Affiliates" means any other person or entity that is officially affiliated or related to the creation or operation of the Something.cool Platform.

"Something.cool IP" means the Created IP and all other Intellectual Property Rights owned by or licensed, on a sub-licenseable basis, to us as at the date of the Terms and any other Intellectual Property Rights owned or acquired by or licensed, on a sub-licenseable basis, to us after the date of these Terms, and which are provided by us to you in the course of providing you with usage of the Something.cool Platform.

"Something.cool Platform" means the digital platform that we or any of the Something.cool Affiliates may make accessible to you.

"Regulatory Authority" means any foreign, domestic, state, federal, cantonal, municipal or local governmental, executive, legislative, judicial, administrative, supervisory or regulatory authority, agency, quasi-governmental authority, court, commission, government organisation, self-regulatory organisation having regulatory authority, tribunal, arbitration tribunal or panel or supra-national organisation, or any division or instrumentality thereof, including any tax authority.

"Security Breach" means any security incident (including a cyber-security attack) affecting you and/or Something.cool or the Something.cool Platform.

"Sites" means our Website and any other websites, pages, features, or content we own or operate.

"Terms" means these terms of use, together with any other documents expressly incorporated by reference in each case as amended or supplemented from time to time.

"Trade Marks" means the Intellectual Property Rights in the trade marks, service marks and logos used and displayed on or through the Something.cool Platform and/or the Sites.

"Transaction" means the creation, selling, purchasing of Digital Assets.

"User IP" means the Intellectual Property Rights owned by or licensed to you as at the date of these Terms and any other Intellectual Property Rights owned or acquired by or licensed to you after the date of these Terms, excluding Something.cool IP.

"User Materials" means the Intellectual Property Rights in any images, posts, information, data, and comments you or other users provide to us on the Something.cool Platform in the comments section, through use of the Something.cool Platform, or otherwise. For the avoidance of doubt, this does not include Intellectual Property Rights in any images used for the creation of Digital Assets.

"Website" means the website located at www.Something.cool

Livestream Moderation Policy

Purpose: To cultivate a social environment on Something.cool that preserves creativity and freedom of expression and encourages meaningful engagement amongst users, free of illegal, harmful, and negative interactions. We consider this moderation policy to be a living document and may update it in the future and in response to feedback from the community, moderators, policy experts, and other stakeholders.

Prohibited Content

Streams containing any of the following are prohibited and subject to immediate termination and suspension of future access to Something.cool livestreams or to Something.cool itself:

Violence: Graphic violence, threats, glorification of violent acts, or content promoting self-harm

Harassment: Targeted abuse, bullying, or coordinated harassment campaigns

Sexual Content: Pornography, nudity without context, sexual exploitation, or the promotion of sexual violence

Youth Endangerment: Content promoting or constituting child sexual abuse material (“CSAM”), or content that promotes or depicts the sexual exploitation or grooming of children. All CSAM discovered on the platform will be reported to law enforcement, where possible.

Illegal Activities: Content promoting illicit behavior or violations of the law

Privacy Violations: Sharing personal information without consent, doxxing (i.e. the unauthorized association of a person’s identity with their online handle or persona), or unauthorized broadcasting of private individuals’ likenesses

Copyright Violations: Unauthorized broadcasting of protected content, trademarked content or the use of intellectual property belonging to another person without permission

Terrorism or Violent Extremism: Glorification of or encouragement of acts which would cause harm to others or significant harm to property

Appropriateness of Content

Aside from the prohibitions listed above, Something.cool does not intend to universally define what content is ‘appropriate’ or ‘inappropriate.’ There is an implicit assumption that some content - perhaps much content - generally defined as NSFW will in fact appear on Something.cool. Something.cool reserves the right to unilaterally determine the appropriateness of content where necessary and to moderate it accordingly.

Enforcement

Violation of this policy may result in termination of livestreams and user account(s). This policy is enforced at the sole discretion of Something.cool. While our moderators work diligently to ensure that this policy is not violated, we may not discover every violation of this policy. The publication of material which violates this policy and is not discovered by our moderators does not constitute a waiver of our right to enforce this policy, in its entirety, to any subsequently posted content. Content determined to violate these rules will be removed. Something.cool reserves the right to ban any user violating these rules and to make appropriate referrals to law enforcement if any posted content violates the law.

Creator Responsibilities

Follow the moderation policy

Review moderation guidelines before streaming sensitive topics

Appeals Process

We acknowledge that mistakes may be made in enforcing this policy and, to the extent a user believes that their content has been mistakenly removed and does not violate this policy, such user may appeal the removal of their content by contacting “Something.cool support” via the link on the Something.cool homepage. However, Something.cool retains the ultimate discretion to determine whether content violates this policy.