**TERMS AND CONDITIONS**

These terms of use (together with the documents referred to on it) shall apply to your use of our website cuba.com (the “Site”) whether as a guest or a registered member.

Please read these terms of use carefully before you start to use the Site. By using the Site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using the Site.

We may change these terms of use from time to time and so you should check these regularly. Your use of the Site will be deemed an acceptance of the terms existing at that time.

1. **Information about us**

The Site is operated by Check Up Basketball Association (C.U.B.A) C.U.B.A is a company limited by guarantee registered in the state of New York and has its registered office at 80 Orville Drive Bohemia, New York. Any references to “we”, “us” or “our” shall be taken as references to C.U.B.A. Any references to “you” or “your” shall be taken as references to users of the Site.

1. **Access**

Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Site without notice. We will not be liable if for any reason the Site is unavailable at any time or for any period. From time to time we may restrict access to some parts, or the entire Site.

1. **Acceptable use**

Whenever you make use of a feature that allows you to upload material to the Site, you must comply with our acceptable use policy. Data you upload to the Site will be treated confidentially in accordance with our Members Privacy Notice. We have the right to remove any material or posting you make on the Site if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy. You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. We will report any breach to the relevant authorities and your right to use the Site will cease immediately.

1. **Intellectual property**

We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. All such rights are reserved. You will not, and you will not assist or facilitate any third party to, copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such material or content. You may print off one copy, and may download extracts, of any page(s) from the Site for your personal reference and you may draw the attention of others within your organization to material posted on the Site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on the Site must always be acknowledged. You must not use any part of the materials on the Site for commercial purposes without obtaining a license to do so from us. If you print off, copy or download any part of the Site in breach of these terms of use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

1. **Our liability**

We have taken reasonable care in the preparation of the Site. The material displayed on the Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, this expressly excludes: • All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity. • Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any materials posted on it. This shall include, without limitation, any liability for loss of income or revenue, business, profits or contracts, anticipated savings, data, goodwill, wasted management time and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by the terms above. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

1. **Your liability**

You shall be liable to us for any loss, liability or cost we as a result of your use of this Site or any breach of these terms and conditions. By using this Site, you agree to indemnify and hold harmless C.U.B.A against all legal fees, claims, liabilities, damages, costs, losses and other expenses that may be incurred or suffered by us as a result of your use of the Site or breach of these terms and conditions.

1. **Third-party websites**

Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information. We have no control over the contents of those sites or resources, and accept no responsibility for them or any loss of damage that may arise from your use of them. The Site includes Google Maps features and content and this content is subject to Google Maps/Google Earth additional terms of service and the Google privacy policy.

1. **Linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way to suggest any form of association, approval or endorsement where none exists. The website from which you are linking must comply in all respects with our acceptable use policy. We reserve the right to withdraw linking permission without notice.

1. **Licenses & Restrictions for NFTs**

NFT. “NFTs” are non-fungible tokens, ownership of which are registered on a blockchain. An NFT sold or otherwise transferred to Owner pursuant to this Agreement shall be a “Digital Asset.” The Digital Asset(s) are associated with digital objects (which may include images and/or other digital works) (“Digital Object(s)”). As detailed below, Owner may own a Digital Asset, but shall have only a limited license to the Digital Object(s) subject to the terms and conditions set forth herein. Purchase of the C.U.B.A Digital Asset (the “Main Asset”) may entitle the purchaser to one or more other, similar Digital Asset(s) (the “Replica(s)”), where each such Replica is based on the Main Asset but will be customized for use on a designated platform (“Platform”). For the avoidance of doubt, the term “Digital Asset(s),” as used herein, includes both the Main Asset and Replica(s).

Digital Object(s). The Digital Object(s) are subject to copyright and other intellectual property protections, which rights are and shall remain owned by Licensor or third parties.

Main Asset. Upon a valid transfer of Main Asset to Owner, Licensor hereby grants Owner a limited, transferable, non-sublicensable, royalty free license to use, publish and display the Digital Object(s) associated with the Main Asset during the Term, subject to Owner’s compliance with the terms and conditions set forth herein, including without limitation, the restrictions solely for the following purposes: (a) for their own personal, non-commercial use; or (ii) to display the Main Asset for resale. Upon expiration of the Term or breach of any conditions of this Owner Agreement by Owner, all license rights shall immediately terminate.

Replica(s). Upon a valid transfer of Replica to Owner, Licensor hereby grants Owner a limited, transferable, non-sublicensable, royalty free license to use, publish and display the Digital Object(s) associated with such Replica on the Platform for which the Replica is designed, during the Term, subject to Owner’s compliance with the terms and conditions set forth herein, including without limitation, the restrictions, solely for the following purposes: (a) for their own personal, non-commercial use; or (ii) to display the Replica for purposes of resale. Upon expiration of the Term or breach of any conditions of this Owner Agreement by Owner, all license rights shall immediately terminate.

License Restrictions. The Digital Object(s) provided pursuant to this Owner Agreement are licensed, not sold, and Owner receives no title to or ownership of the Digital Object(s) or the intellectual property rights therein. Except for the license expressly set forth herein, no other rights (express or implied) to the Digital Object(s) are granted. Licensor reserves all rights not expressly granted. Without limiting the generality of the foregoing, Owner shall not: (a) copy, modify, create derivative works from, or distribute the Digital Object(s); (b) display the Digital Object(s) other than as expressly licensed; (c) copy, modify, create derivative works from, or distribute the Digital Asset(s); (d) use the Digital Asset(s) or Digital Object(s) to advertise, market or sell a product and/or service; (e) incorporate the Digital Asset(s) or Digital Object(s) in videos or other media; or (f) sell merchandise incorporating the Digital Asset(s) or Digital Object(s). Owner shall not sell or otherwise transfer the Digital Asset(s) if the license granted is expired or terminated for any reason. Upon a permitted transfer of ownership of the Digital Asset(s) by Owner to a third party, the license to the Digital Object(s) associated therewith shall be transferable solely subject to the terms and conditions set forth herein, and the Owner’s license to such Digital Object(s) terminates immediately upon transfer to such third party. Upon a non-permitted transfer of ownership of the Digital Asset(s) by Owner to a third party, the Owner’s license to the Digital Object(s) associated therewith terminates immediately, and any purported transfer of the license to such Digital Object(s) to such third party shall be void. Owner agrees not to: (a) remove any copyright or other legal notices associated with the Digital Asset(s) or Digital Object(s); or (b) remove or alter any metadata of the Digital Asset(s), including without limitation, any link or other reference to license information. Failure to comply with the conditions set forth constitutes a material breach.

1. **Privacy**

We process information about you in accordance with our Member’s Privacy Notice and Data Protection Policy. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

1. **General**

Any failure by us to exercise any right or remedy under these terms of use or at law does not constitute a waiver of that right or remedy or a waiver of any other rights or remedies. No single or partial exercise of a right or remedy by us under these terms of use or at law prevents further exercise of the right or remedy or the exercise of any other right or remedy. If any court or regulator decides that any provision of these terms of use is invalid or otherwise unenforceable, such provisions shall be severed and deleted from these terms of use and the remainder of these terms of use shall continue to have full force and effect.

1. **Applicable law**

These terms of use and any dispute arising out of or in connection with them and their subject matter of formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the law of \_the United States of America. The Suffolk County courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to the Site.

1. **Feedback**

Should you wish to make any comments or have any questions about the Site please send an email to contact@checkupba.com.