
K-Notes: Terms and Conditions

from **Binance NFT Marketplace**

Big Picture Principle

When the company is not assuming any responsibility for monitoring the NFTs or determining whether or not the individual selling the NFT holds the copyright, it erodes the point of the platform. As a lawyer, you would still use these provisions but from the standpoint of a user, this appears to be a little unfair.

“If you’re a user, you’ll only download the terms and conditions once and have no idea when it was updated, and you can’t keep going back to review them all the time. That is something the drafters should have done better.”



Soumya Shekhar

Legal Consultant, Founder
Remote Lawyer

KEY TAKEAWAYS

- **Avoid Contradiction**

The term non-transferable is used, but further down, it says if you sell or transfer the NFT to another person, this NFT purchase license will transfer to that other owner. You need to look for consistency throughout the entire document.

- **Depict Reasonable Responsibility**

This agreement should offer a way to verify authenticity of NFTs, not include such a high level of discretion when removing users content, and provide access to refunds. Putting all the responsibility on the user is unfair.

- **Be Careful how Revisions are Handled**

Users will only download the terms and conditions once and have no idea when it was updated. The issue here is it will be effective as of the “last revised date,” which is mentioned at the top of the page, but it is a pdf document with no time or date mentioned at the top.

- **Avoid Generic Use of Terms**

The user should be aware of the services they are using, but by using a phrase as broad and generic as “other related services or applications,” the user has no idea what these other related services are.

“Even when the public ledger traces back to the owner you don’t know if the first person is the actual owner or someone who has simply taken any art from anywhere else – that’s the entire problem.”