Pokka Terms of Service

Effective Date: July 1, 2025

Welcome to Pokka! These Terms of Service ("Terms") govern your access to and use of Pokka's website, application, and any related services provided by Original Innovation Group ("we", "our", or "us"). By accessing or using Pokka, you agree to be bound by these Terms. If you do not agree, please discontinue use of our service.

1. Overview of Our Services

Pokka is a non-custodial digital wallet and NFT-based support platform powered by Crossmint and built on the Base blockchain.

Through Pokka, you can:

- Create a self-custodied wallet using passkey authentication

- Deposit stablecoins such as USDC and view your balances/transaction history

- Send digital assets to others

- Support creators and causes through NFT purchases using your card or wallet

- Receive NFTs as digital mementos or proof of support

Content and Support Features

- Pokka enables users to purchase NFTs that represent support for creators, projects, or charitable causes. These NFTs may provide digital collectibles, artwork, access, or status, but do **not** represent shares in any enterprise or financial return.

- When you support a project or creator, your contribution is processed via Stripe through Crossmint, and your NFT is delivered to your non-custodial wallet.

- Creators may use Pokka's platform to list NFTs representing their work or cause, providing accurate project descriptions and utility in accordance with our content policies.

2. Account and Wallet Responsibility

- Wallets on Pokka are non-custodial. You own and control your private keys; we do **not** store or have access to them.

- You are solely responsible for securely storing your passkey or device credentials. If you lose access, we cannot recover your wallet or assets.

- You agree to use the service in accordance with applicable laws in your jurisdiction.

3. Eligibility

- You must be at least 18 years old, or the legal age in your jurisdiction, to use Pokka.

- By registering or accessing Pokka, you confirm your legal eligibility under the laws of your country or territory.

4. Prohibited Activities

You agree **not** to, directly or indirectly:

- Use Pokka for illegal financial transactions, money laundering, or other unlawful activities

- Upload, create, or promote NFT collections that are fraudulent, misleading, infringe on intellectual property, or breach third-party rights

- List any content or collection deemed restricted (including unauthorized copyrighted materials, unfair/deceptive schemes, adult content, gambling, or other activities restricted by our or our partner's [Terms of Service](#) and Stripe's [Restricted Businesses](#))

- Engage in spam, phishing, hacking attempts, reverse-engineering, system disruption, or any other abusive behaviors

- Market, list, or describe NFTs as investment contracts, securities, or with any promise or implication of financial return, profit, yield, or value appreciation

- Use NFTs for raising funds in a manner regulated as capital formation or securities, including suggesting future profits, monetary rewards, or speculative returns

NFT collections promoted as support must clearly focus on utility or collectible value only—for example, digital art, access, or supporting a cause—and **not** as an investment or financial product.

Violations of this section may result in suspension, removal of content, or termination of access, and may be reported to authorities as required by law.

5. Fees and Transactions

- Transaction and network fees may apply for sending or receiving assets; these are disclosed at the time of use and may vary depending on blockchain/network conditions.

- Payment processing for NFTs is provided via Crossmint and Stripe. You are responsible for reviewing applicable fees and ensuring the accuracy of payment and wallet details.

- We are not responsible for failed, reversed, or delayed transactions due to incorrect addresses, third-party providers, network congestion, or blockchain technical issues.

6. Content Submission, Intellectual Property, and Collection Requirements

- Content uploaded or submitted for NFT creation/sale must be original or you must hold the rights to use it. You are solely responsible for the accuracy and legality of your collection details and marketing claims.

- Submissions are subject to review for compliance with Crossmint, Stripe, and applicable law. Collections violating our policies, or deemed misleading, deceptive, or ineligible, may be removed or blocked without notice.

- Creators must provide truthful information about themselves, their project, and the NFT's intended use.

7. Disclaimers

- Pokka is provided on an "as-is" and "as-available" basis. We make no warranties regarding uptime, availability, completeness, or security of the platform, NFT utility, or continued accessibility.

- Digital assets are volatile and transactions are final. By using Pokka, you acknowledge all risks associated with blockchain-based services, including potential loss of access or assets.

8. Limitation of Liability

To the fullest extent permitted by law, Original Innovation Group, its partners, affiliates, and service providers shall not be liable for:

- Any indirect, incidental, consequential, or punitive damages arising from use of Pokka

- Loss, corruption, or misdelivery of digital assets, NFTs, or funds due to mismanagement of your credentials, system failures, or actions of third parties

9. Changes to Terms

We may amend these Terms at any time. Updates will be effective upon posting with a revised "Effective Date" at the top of this document. Continued use constitutes acceptance of any revised Terms.

10. Governing Law

These Terms are governed by the laws of the Republic of Korea, without regard to conflict of law principles.
 If any part of these Terms is held unenforceable, the remainder will continue in force.

11. Contact & Support

If you have questions or need help regarding these Terms of Service or any part of Pokka, contact us:

- **Email:** support@oinng.com

- **Company:** Original Innovation Group, Seoul, Republic of Korea

Thank you for using Pokka. Your trust and safety are our highest priorities.