

Private use / Non-Commercial exploitation

Digital asset copyright license

1. DEFINITIONS

"Work" means any digital asset, e.g. digital art and collectibles created by the Creator that may be associated with an NFT.

"NFT" means any blockchain-tracked, non-fungible token, associated with a Work (i.e. its complete rendered form, including the related metadata), issued and tradable on the Solana blockchain.

"Creator" means the person who minted the NFT, i.e. who linked the Work to an NFT in a blockchain and made it available to purchase in the first place.

"Owner" means the current owner of the NFT. Before the first sale of the NFT, the Owner can solely be the Creator. When sold, the buyer becomes the sole Owner of the Purchased NFT. There can be several different owners of the NFT throughout time but only one Owner at a time.

"Purchased NFT" means an NFT that one has purchased, bought, or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain, thus becoming the Owner of the Purchased NFT and associated License on the Work, under the terms set forth below.

2. SUBJECT MATTER

This license is intended to govern the terms and conditions under which the Creator grants the Owner certain intellectual property rights on the Work as described in Item 4 associated with the NFT to which this license is attached (the **"License"**). This License shall apply to the extent no other written agreement has been concluded between the Creator and the Owner or one of the Owner's predecessors. In case of contradiction between such agreement and the License, the provisions of the agreement shall prevail.

In case of secondary sales of the Purchased NFT, this License is also intended to regulate the relations between the previous Owner and the new Owner of the Purchased NFT.

3. CREATOR'S RIGHTS AND WARRANTIES

The Owner acknowledges and agrees that the Creator remains the sole author and copyright owner of the Work. The Creator owns all legal rights, including all intellectual property rights, titles, and interests in and to the underlying Work. It is expressly acknowledged and agreed upon that all rights, including intellectual property rights regarding the Work shall at all times remain the sole property of the Creator. The Owner is not granted ownership in the Work, but certain limited rights in the Work as set forth herein.

The Creator hereby warrants and represents that they are the author of the Work associated with the NFT and that they have the authority to grant the rights contained in the License.

The Creator hereby warrants that they have not previously minted the Work associated with the NFT and this License.

4. SCOPE OF LICENSE

Subject to the Owner's continued compliance with the terms of this License and applicable laws, the Creator grants the Owner, for the period they own the Purchased NFT, during the legal duration of the intellectual property rights, a worldwide, non-exclusive, transferable and non-sublicensable license on the Work associated with the Purchased NFT, under the following terms and conditions.

The Creator hereby grants to the Owner the rights for the sole Owner's own private and non-commercial use, in any manner and any medium whatsoever.

The Owner shall not have the right to publicly use, display, publish, reproduce, duplicate, or otherwise communicate the Work, in whole or in part, to the public. Notwithstanding the previous, the Owner shall have the right to publicly display the Work as proof of ownership in their NFT collection, and the right to publicly display the Work as part of an NFT sale listing.

In no event shall the Owner have the right to use, sell, distribute, or otherwise exploit the Work, in whole or in part, for any other purpose, including commercial, by any media and means. In particular, the Owner shall not have the right to revise, edit, modify, manipulate, or add to the Work in any substantial way and create and exploit derivative works thereof, in any manner and any medium whatsoever.

The Owner may not use the Work for any purpose other than as specified in this License. The Owner may use the Work however they see fit, as long as their use is within the bounds of this License.

5. MORAL RIGHTS

The Owner shall respect the Creator's moral rights on the Work (including paternity right, right to the integrity of the work, as defined under Swiss law) while exploiting the rights granted by this License.

Any exercise of rights granted by this License requires attribution to the Creator, where reasonably possible.

6. ROYALTIES

The Owner acknowledges and agrees that the Creator shall receive a resale royalty of 5% of the resale price from all secondary sales of the Purchased NFT, as specified by the creator during the minting process.

7. RESTRICTIONS

The Owner shall not use the Work associated with the Purchased NFT in connection with texts, images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others or any applicable law or regulation.

The aforementioned restrictions shall survive the expiration or termination of the License.

8. TERMINATION

This License applies only to the extent that the Owner continues to own the applicable Purchased NFT. If at any time the Owner sells, trades, donates, gives away, transfers, or otherwise disposes of the Purchased NFT for any reason, the License shall immediately expire for the Owner at the time of the sale, trade, donation, giveaway, transfer or otherwise disposal without the requirement of notice, and be transferred along with the Purchased NFT to its new Owner. The aforementioned transfer of the License along with the Purchased NFT shall take place in the moment of completion, i.e. confirmation of the transaction taking place on a blockchain.

The Owner acknowledges that, by disposing of the Purchased NFT, they no longer qualify as the Owner of the Purchased NFT and thus no longer benefit from the rights granted by this License.

Any exploitation or use of the Work after the disposal of the Purchased NFT shall be considered as an infringing act.

In addition to the aforementioned, the Owner acknowledges that this License shall also expire in the event of destroying (burning) the Purchased NFT by any person, in which all licensed rights shall immediately and automatically return to the Creator.

9. GOVERNING LAW

This License and any of its terms and provisions, as well as the rights and obligations of the Creator and Owner hereunder, shall be construed, governed, interpreted, and enforced in accordance with the laws of Germany. If the Owner is a consumer, the mandatory consumer protection laws of the country in which the Owner has his habitual residence shall also apply.