

MetaMe IP License

1. General Provisions

1.1 The terms and conditions applicable to certain NFT Collectibles (as defined below) made available through one or more websites, mobile applications, or other platforms operated by HODLOTEK NFT UG (haftungsbeschränkt) (“ACIDBINGE”, each and any of such platforms a “Platform”) are solely determined by this ‘MetaMe IP License’ (“License”). You agree to be bound by this License by acquiring any NFT (as defined below) associated with ACIDBINGE IP (as defined below) (i) through a Platform or (ii) in a secondary, derivative or related transaction from any previous owner of the NFT.

1.2 In addition to the terms previously defined and defined throughout this License, the following terms used in this License shall have the meaning assigned to them as set forth below:

“ACIDBINGE IP” means that all Associated IP for the particular NFT is exclusively owned or controlled by ACIDBINGE.

“Additional Benefit(s)” mean(s) additional content, physical items or other benefits, which, from time to time and at the sole discretion of ACIDBINGE, alone or with third parties, may make available to the holder of a NFT (for instance, airdrops).

“Associated IP” means certain digital works of authorship or other content associated with a particular NFT, whether or not copyrighted or copyrightable, and regardless of the format in which any of the foregoing is made available.

“Embedded IP” means trade names, brands, logos, trademarks, names, likenesses, images or other personal characteristics of persons or characters that are not owned or controlled by ACIDBINGE.

“Free Mint” means that the particular NFT is offered on a Platform free of charge, if applicable, with the exception of blockchain transaction fees (for instance, gas fees).

“NFT Collectible(s)” means (cumulatively) (i) the respective NFT initially acquired through a Platform and (ii) the license rights granted pursuant to this License for the ACIDBINGE IP.

“NFT” means any non-fungible blockchain-based digital token that has been made available on a Platform.

“OWN” means minting, purchasing, or otherwise rightfully acquiring a NFT from a Platform or a previous owner of the NFT, provided that (cumulative) (i) such acquisition is recorded on the relevant blockchain and (ii) the record on the relevant blockchain indicates that the NFT has not been acquired by or transferred to a third party.

“Transfer Fee” means a fee in consideration of the transfer of the license rights set forth in this License in an amount calculated by multiplying the total amount paid by the acquiror for the

particular NFT (without any deductions of any kind) by the percentage applicable to the NFT specified at www.MetaMeShop.com/transferfees.

2. **Applicability**

- 2.1 Each NFT made available through a Platform is equipped with Associated IP. Associated IP is separate from the corresponding NFT and is neither sold nor transferred to you. Rather, ACIDBINGE licenses Associated IP to you pursuant to the terms in this License and, if applicable, other agreements.
- 2.2 This License applies only to ACIDBINGE IP. The respective Platform indicates whether Associated IP for a particular NFT is ACIDBINGE IP. If any of the Associated IP for a particular NFT is owned by a third party, different terms will apply and you will not be granted license rights pursuant to this License.

3. **Licensed Rights**

- 3.1 Subject to your compliance with this License and for as long as you OWN the respective NFT, ACIDBINGE grants you a limited, personal, non-exclusive, non-sublicensable, worldwide, royalty-free (with the exception of Transfer Fees) license under any copyright, design right or other intellectual property right owned by ACIDBINGE in any ACIDBINGE IP to:
- (a) Copy and – provided that the associated NFT is not offered as a Free Mint – modify the ACIDBINGE IP which is associated with the particular NFT that you OWN (as modified, “Modified Content”) for non-commercial, personal use;
 - (b) Display and – in the event that the NFT was not offered as a Free Mint – perform the ACIDBINGE IP and Modified Content which is associated with the particular NFT that you OWN for non-commercial, personal use ((a) through (b) “Personal Use”); and
 - (c) In the event that the NFT was not offered as a Free Mint, use the ACIDBINGE IP and/or Modified Content which is associated with the particular NFT that you OWN to create derivative works based on ACIDBINGE IP and/or Modified Content which is associated with the NFT that you OWN for commercial usage (“Commercial Use”); examples of such Commercial Use would be to copy the Modified Content which is associated with the NFT that you OWN on to physical merchandise and promote, market and sell this physical merchandise.
- 3.2 Unless expressly provided for in Section 3, there are no other license rights, whether express or implied, with respect to any of the ACIDBINGE IP, Modified Content or any derivative works thereof. Without limiting the foregoing, the licenses granted herein do not grant you the right to, and you will not, and you will not authorize, permit or assist any third party to:
- (a) Grant any sublicense of any license rights herein;
 - (b) Delete, remove or obscure any trademark notice, copyright notice or other intellectual property notice in any ACIDBINGE IP;
 - (c) Exercise any license rights herein to create, endorse, support, promote or condone any content, material or speech that is defamatory, obscene, pornographic, indecent,

abusive, offensive, harassing, violent, hateful, racist, discriminatory, inflammatory or otherwise objectionable or inappropriate as determined by ACIDBINGE at its discretion;

- (d) Reverse engineer, decompile or attempt to discover the source code for any NFT or ACIDBINGE IP except to the extent that applicable law permits you to do so notwithstanding this prohibition;
- (e) Use any ACIDBINGE IP in any manner not expressly authorized herein or exercise any license rights herein in any manner that violates applicable law;
- (f) Create, sell or attempt to create or sell, fractionalized interests in the NFT or the NFT Collectible;
- (g) Separate, unlink or decouple the ACIDBINGE IP from the NFT with which it is associated to form the NFT Collectible; or
- (h) Use any ACIDBINGE IP or Modified Content to create, sell or attempt to create or sell any new cryptographic token.

3.3 ACIDBINGE retains all right, title and interest in the ACIDBINGE IP and all copyright or other intellectual property rights in any ACIDBINGE IP. Except for the license rights expressly granted in Section 3, you do not have and will not have any right, title, or interest in or to any ACIDBINGE IP. Without limiting the foregoing, the ACIDBINGE IP may include Embedded IP. Your use of Embedded IP is limited to use in connection with the exercise of your license rights under this License and subject to all limitations set forth herein and any other restrictions that ACIDBINGE may inform you of in the future. You may not use any such Embedded IP in connection with a Commercial Use or in any manner that may imply endorsement of any business, message, product or service, or that is likely to cause confusion or dilute, blur or tarnish such Embedded IP. All use of such Embedded IP, including any goodwill generated by such use, will inure to the benefit of ACIDBINGE.

4. Further IP Development

4.1 You will own the copyright in any newly created works of authorship created by you as part of any Modified Content, subject to ACIDBINGE's ownership of the underlying ACIDBINGE IP and any copyright or other intellectual property right therein. To the extent that the Modified Content continues to incorporate or include any ACIDBINGE IP or is otherwise a derivative work of any ACIDBINGE IP, you will not use the Modified Content other than as expressly authorized in this License. Other than your copyright as described in the preceding sentence, you will not have, and you will not assert or seek to register or obtain, any trademark or other intellectual or proprietary right in any ACIDBINGE IP or Modified Content.

4.2 You understand that ACIDBINGE will continue to further modify and develop on any ACIDBINGE IP and may create works of authorship similar or identical to Modified Works created by you. On behalf of yourself and your heirs, successors, and assigns, you irrevocably and perpetually covenant and agree not to file or assert before any court or other government tribunal or authority, any claim, counterclaim, demand, action, suit or other proceeding alleging or asserting direct or indirect infringement or misappropriation of any copyright or other intellectual property right that you may have in any Modified Work against

- (a) ACIDBINGE or any of its shareholders, directors, officers, employees, contractors, representatives, agents, licensees, distributors, resellers, or business partners;
- (b) Any customers of any of the foregoing; or
- (c) Any successor or assign of any of the foregoing.

5. Transfer

5.1 To the extent that you are not prohibited from doing so by any other terms or conditions applicable to the respective NFT or NFT Collectible, you may transfer the NFT to a third party, provided that the following conditions are met:

- (a) Such transfer is conducted through a marketplace or other platform that cryptographically verifies that you OWN the respective NFT;
- (b) Such transfer must comply with
 - (i) Any applicable terms of the marketplace or other platform on which such sale or other transfer takes place and
 - (ii) Any applicable laws, regulations, regulatory guidance, and rules;

5.2 c. Prior to such sale or other transfer, you must

- (i) Provide notice in text form to the would-be transferee that such transferee's exercise of the license rights included as part of the NFT Collectible will be conditional upon such transferee agreeing to be bound by the License, and
 - (ii) Ensure that such transferee is provided with an opportunity to review the License; and
- (b) After such transfer, your right to display and perform the ACIDBINGE IP and all other license rights under this License will immediately terminate without any further requirements.

5.3 Upon transfer of any NFT, in consideration of the transfer of the license rights set forth in this License, the ongoing hosting of any ACIDBINGE IP and any other associated services, you will pay (or cause to pay) to ACIDBINGE a Transfer Fee. If the platform or service used to facilitate the transfer captures and pays the full amount of the Transfer Fee directly to ACIDBINGE then you will have no obligation to pay any additional amounts. You will pay any and all transaction fees, payment transfer fees and taxes (other than taxes on ACIDBINGE's net income) associated with the transfer and will not deduct any such amounts from the amount paid to ACIDBINGE as the Transfer Fee. All amounts owed hereunder will be paid in a cryptocurrency acceptable to ACIDBINGE and will be paid to the digital wallet designated by ACIDBINGE.

5.4 You will comply with any NFT issuance or marketing policy that ACIDBINGE may provide to you or post at www.MetaMeShop.com/marketingpolicy, as updated from time to time.

6. Additional Benefits

None of ACIDBINGE or any third party has any obligation to inform you of, or to provide you with, any Additional Benefit, and you should therefore not expect any Additional Benefit when acquiring an NFT. It will be your responsibility to keep yourself apprised of the availability of any Additional Benefit and to take the necessary steps to apply for or collect any Additional Benefit. The terms and conditions applicable to any Additional Benefit will be set forth in the information or materials provided with the Additional Benefit. Except to the extent set forth in such information or materials which shall supersede and govern over any conflicting or inconsistent provisions in this License, any digital works of authorship made available by ACIDBINGE as an Additional Benefit will be licensed pursuant to the terms set forth in this License. Any physical item provided as an Additional Benefit is not part of the ACIDBINGE IP and, except as otherwise provided in any separate terms and conditions applicable to the Additional Benefit, you will not have any license rights under any intellectual property rights in or to any such physical item.

7. Liability; Indemnification

7.1 To the extent permitted by applicable law, ACIDBINGE will have no responsibility or liability, and you hereby waive and release ACIDBINGE from any and all claims, arising out of or in connection with

- (a) Any blockchain or related technology,
- (b) Any digital wallet, MetaMask technology, similar technology, or related service,
- (c) The transfer or loss of any NFT or the inability to demonstrate ownership or control of any NFT,
- (d) Any marketplace or other platform for buying, selling or transferring any NFT other than a Platform,
- (e) Any platform or service provided by any third party or any technology related thereto,
- (f) Any Modified Content or Additional Benefit provided by any third party, or any terms or conditions applicable to any such Modified Content or Additional Benefit,
- (g) Any computer, server, network device or other hardware or any Internet service provider or other telecommunications service or hardware, or
- (h) Any other service, equipment, technology or network or data transfer infrastructure not owned and controlled by ACIDBINGE.

7.2 You will indemnify and hold harmless, and at ACIDBINGE's request defend, ACIDBINGE from and against any and all claims, demands, liabilities, damages, penalties, fines, taxes, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with

- (a) Any breach of this License or unauthorized use of any ACIDBINGE IP,
- (b) Your ownership or transfer of any NFT, or
- (c) Exercise of any license rights hereunder by you.

7.3 ACIDBINGE makes NFT Collectibles, NFTs and ACIDBINGE IP, as well as any Additional Benefit that ACIDBINGE or any third party (together with ACIDBINGE) may provide, available “as is”, “where is” and to the extent permissible under applicable law expressly disclaims any and all representations or warranties of any kind, express or implied, including, without limitation, any warranties of title, non-infringement, merchantability, or fitness for a particular purpose and any warranties arising from course of performance, course of dealing or usage in trade.

7.4 To the extent permissible under applicable law, in no event will ACIDBINGE be liable for any indirect, incidental, consequential, or other non-direct damages of any kind or for any special, punitive or similar damages.

7.5 To the extent permissible under applicable law, the maximum aggregate liability of ACIDBINGE for all damages and causes of action, whether in contract, tort (including negligence) or otherwise, shall be EUR 100 (“Cap”). In the event that the Cap is found to be invalid by final judicial decision, the capped liability shall be adjusted automatically (without any further action required) to the amount of the lowest legally permissible liability cap.

7.6 In addition to any other rights and remedies to which ACIDBINGE may be entitled under contract, at law or in equity, if you breach any of your obligations under this License, your right to display and perform the ACIDBINGE IP and any and all other license rights that you may have under this License will immediately terminate without any requirement of notice. Upon termination of your license rights, you will immediately cease all use or any right related thereto of any ACIDBINGE IP. ACIDBINGE may disable MetaMask or similar functionality for the affected ACIDBINGE IP, prohibit any platform or service from retrieving or rendering any such ACIDBINGE IP in connection with the services they provide and take other steps to prevent unauthorized use of any ACIDBINGE IP. ACIDBINGE will have no obligation or liability to you for any such actions and you will not interfere with, or seek to prevent, any such actions.

8. Miscellaneous

8.1 This License supplements any additional terms and conditions in any information or materials provided with any ACIDBINGE IP or Additional Benefit (“Additional License”). In the event of any conflict or inconsistency between this License and any Additional License, the Additional License will supersede and govern. This License and any Additional License constitute the entire agreement between you and ACIDBINGE with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and ACIDBINGE relating to the NFT, ACIDBINGE IP or NFT Collectible.

8.2 This License will be construed in accordance with the laws of the Federal Republic of Germany as applied to contracts made and performed entirely therein, and without regard to conflicts of laws principles to the contrary. To the extent permissible under applicable law, the courts of Hamburg (Germany) shall have exclusive jurisdiction.

- 8.3 This License does not, and may not be construed to, create any partnership, joint venture or agency between you and ACIDBINGE.
- 8.4 Should any provision in this License be or become invalid, ineffective or unenforceable as a whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and the purpose of such invalid, ineffective or unenforceable provision as regards subject-matter, amount, time, place and extent. The aforesaid shall apply mutatis mutandis to any unintended gap in this License. It is the explicit intent of the Parties that this severability clause shall not be construed as a mere reversal of the burden of proof but rather as a contractual exclusion of Sec. 139 German Civil Code in its entirety.
- 8.5 No delay or omission to exercise any right, power, or remedy accruing to ACIDBINGE under this License, shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of or acquiescence, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Unless explicitly stated otherwise in this License, all remedies, whether under this License or by law or otherwise afforded to ACIDBINGE, shall be cumulative and not alternative.
- 8.6 Unless explicitly authorized in this License, you may not assign, transfer or otherwise dispose of this License (including any rights or obligations hereunder), and any purported assignment, transfer or other disposition will be null and void.