



ChiFi Degens

Full Personal and Commercial Use License Agreement

This ChiFi Degens License Agreement (this “Agreement”) is a legally binding agreement between you and ChiFi Degens, an entity that describes the rights in Artwork you may obtain when you purchase or receive any ChiFi Degens NFT. For clarity, this Agreement does not otherwise govern the transaction that is effectuated on the Chia Blockchain when you buy or offer to buy any ChiFi Degens NFT, including through any related decentralized technologies, websites, services, tools, applications, smart contracts, and APIs, which are provided by third party vendors and governed by and subject to the terms of use provided by those third party vendors, unless such third party terms of use conflict or are inconsistent with the terms of this Agreement, in which case the terms of this Agreement shall prevail.

1. Definitions

- 1.1. **“ChiFi Degens NFT”** means a unique Chia blockchain-tracked, non-fungible token that serves as a digital collectible and was originally created by the artist **SynthwaveAndy** (Andrew Stovell).
- 1.2. **“Artwork”** means the original artwork that was minted as a ChiFi Degens NFT, as well as the individual artwork for traits/components (**“Asset Art”**) which make up the original artwork.
- 1.3. **“NFT Marketplace”** means any third party vendors that facilitates buying, selling or trading of ChiFi Degens NFT. For example, <https://dexie.space>
- 1.4. **“Chia Offers”** means buying, selling or trading ChiFi Degens NFTs via the Offers feature that allows buyers and sellers to seamlessly create and accept peer-to-peer trade offers all from the privacy of their Chia wallet. Offers allow two people who have never met to propose and complete a trade in a way that neither side can cheat and does not need escrow.
- 1.5. **“Own” or “Owned” or “Owned NFT”** means a ChiFi Degens NFT that
 - (a) you originally purchased/received from SynthwaveAndy or from an NFT Marketplace;
or
 - (b) purchased/received on an NFT Marketplace from a legitimate owner of that ChiFi Degens NFT;
or
 - (c) purchased/received through Chia Offers from a legitimate owner of that ChiFi Degens NFT.
- 1.6. **“Third Party IP”** means any third-party copyrights, trademarks, patent rights (including, without limitation, patent applications and disclosures), trade secrets, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

2. License

2.1 Personal and Commercial Use Licenses

All NFTs ownership is verified cryptographically on the Chia blockchain. This is proof of ownership and grants rights within this document. Once the NFT leaves ownership, all personal and commercial use terms are revoked as per [Section 5](#).

ChiFi Degens grants you an unlimited royalty-free license to use, copy and display your owned ChiFi Degens NFT including associated asset art. This usage is granted world-wide for the purpose of creative derivative works based on the **owned NFT** as outlined below:

- Personal and commercial use.
- **You may:**
 - Produce and sell “**Merchandise**” up to an annual turnover of \$140,000 USD (or a countries equivalent currency value) for apparel, printed art, clothing stickers or any other physical objects you may wish to sell based on your **Owned NFT**.
 - Use your **Owned NFT** in print (comics, graphic novels, posters, animated series).
 - Display and use your **Owned NFT** on external websites, games and social media.
 - Buy, sell, and trade your NFT using Chia Offer Files.
 - Develop and generate revenue (Upto \$500,000 USD) from “**video game software**” which uses the original ChiFi Degens Name, Artwork and/or NFT Metadata.
 - If players use the ChiFi Degen Characters as profiles, playable characters or collectible items in the game, the developer must ensure that the player currently owns the NFT. Ownership verification may be determined either on-chain or with use of a third-party API such as MintGarden.io, which updates its databases at least once per day based on the Chia Blockchain.
- Without express prior written consent, **you may NOT:**
 - Mint another full project/collection using our ChiFi Degen artwork in any way, on any blockchain.
 - Mint new NFTs that are derivatives of ChiFi Degens NFTs, on any blockchain.
 - Change the original ChiFi Degens artwork.
 - Use the ChiFi Degens name icon and logo for personal or commercial uses.
 - Use ChiFi Degens in any game/project/software which sells or encourages the purchase of any cryptocurrency or fungible asset-token other than Chia (\$XCH).
- **You may NEVER:**
 - Use the Artwork in connection with malicious, harmful, offensive or obscene images, videos, or other materials or forms of media, including any that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise violate applicable laws or regulations or infringe upon the rights of others.
 - Trademark, copyright, or seek to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Artwork, including any ChiFi Degen name, trademark, logo, trade dress, or other source indicators contained or depicted therein;
 - Falsify, misrepresent, or conceal the authorship of the Artwork or the ChiFi Degens Artwork.

Should you approach the \$140,000 USD Merchandise or \$500,000 USD Video Game Software revenue limits and expect to go beyond it please reach out to the team and we'll discuss a licensing deal for anything beyond that amount.

3. Ownership

You acknowledge and agree that ChiFi Degens (or, as applicable, its licensors) owns all legal right, title and interest in and to the Artwork, and all intellectual property rights therein. The rights that you have in and to the Artwork are limited to those expressly described in [Section 2](#) of this Agreement. ChiFi Degens (on behalf of itself and, as applicable, its licensors) reserves all other rights in and to the Artwork, including all copyrights in and to the Artwork (e.g., the right to prepare derivative works, to reproduce and make copies, to distribute, sell, or transfer, to display, to perform, and to publicly display and publicly perform).

4. License Term

The licenses granted in [Section 2](#) of this Agreement apply only to the extent that you (“**or your user**” in the case of Video Game Software as per *Section 2 - Video Game Software*) continue to own the applicable ChiFi Degens NFT.

If at any time you (or your user) sell, trade, donate, give away, or transfer the ChiFi Degens NFT to a new Owner through an NFT Marketplace or Chia Offers, the license granted in [Section 2](#) shall be transferred to that new Owner, and you (or your user) will have no further rights in or to the ChiFi Degens NFT or Artwork associated with that ChiFi Degens NFT. If at any time you (or your user) burn or otherwise dispose of the ChiFi Degens NFT for any reason, or sell, trade, donate, give away, or transfer the ChiFi Degens NFT other than through an NFT Marketplace or Chia Offers, the license granted in [Section 2](#) of this Agreement will immediately expire with respect to that ChiFi Degens NFT without the requirement of notice or any further action, and you (or your user) will have no further rights in or to the ChiFi Degens NFT, Artwork, or in-game elements associated with that ChiFi Degens NFT.

5. Indemnification

You shall indemnify, defend and hold harmless ChiFi Degens, its affiliates and licensors, and its and their respective officers, agents, directors, representatives, contractors, and employees, from and against any and all claims, suits, demands, actions, losses, liabilities, damages, judgements, penalties, fines, expenses and other costs (including reasonable attorneys’ fees) arising from your breach or alleged breach of this Agreement. ChiFi Degens will also have the right to provide our own defense additionally or alternatively at our own expense.

6. Limitation of Liability

In no event will ChiFi Degens be liable to you for any special, incidental, exemplary, indirect, punitive, or consequential damages (including loss of profits) with respect to the subject matter of this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not you have been advised of the possibility of such loss or damage. ChiFi Degens aggregate liability under this Agreement shall not exceed the net revenues actually received by ChiFi Degens in connection with any transaction in which you purchased or sold your ChiFi Degens NFT. The foregoing limitation of liability shall only apply to the extent permitted by applicable law.

In no event will ChiFi Degens be liable for any inability for you to access the Artwork for any reason, including as a result of any downtime, failure, obsolescence, removal, termination or other disruption relating to

- (a) the servers upon which the Artwork is stored;
- (b) any other NFT platform or marketplace.

7. Assignment

ChiFi Degens will have the unrestricted right to assign this Agreement and to assign, subcontract, license and sublicense any or all of its rights and obligations hereunder. This Agreement (including, without limitation, the license granted hereunder) is personal to you and shall not be assigned or transferred by you, except to a new Owner of the ChiFi Degen NFT as set forth in [Section 5](#) above. Any other attempt by you to assign, sub-license, or transfer your rights under this Agreement shall be null and void.

8. Remedies

Your rights and remedies in the event of any breach of this Agreement are strictly limited to the right, if any, to recover damages in an action at law, and you acknowledge that your remedy of money damages is adequate. You will not be entitled by reason of any such breach, and you will not seek any equitable relief, whether injunctive or otherwise.

9. Miscellaneous Terms

This Agreement constitutes the complete understanding and agreement of you and ChiFi Degens with respect to the Artworks and supersedes any and all prior or contemporaneous written or oral agreements between you and ChiFi Degens with respect to all Artworks. Prior agreements between ChiFi Degens and you relating to any artwork(s) will continue to govern those prior artwork(s). The language of any clause or term of this Agreement will not be construed for or against the drafter. No right or term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing and signed by you and ChiFi Degens. Any modification or amendment to this Agreement must be made in writing and signed by you and ChiFi Degens.

10. ChiFi Degens Redemption Token (DEGEN Token) and ChiFi Degens NFT Disclaimer

- The **DEGEN Token** (Chia Asset Token) and **ChiFi Degens NFTs** are not investments and should not be considered investments. Any gifted or airdropped DEGEN Tokens are based on individual involvement in SynthwaveAndy community and hold no monetary value.
- Do not expect profit from the DEGEN Token nor ChiFi Degens NFTs. We are not financial advisors and any of our messages are not financial advice.
- DEGEN Tokens holds no current monetary value and is intended for redeeming ChiFi Degens NFTs on initial sale for a discounted amount of XCH (Chia).
- ChiFi Degens is not a common enterprise.

The Decentralized ID of the issuing entity (ChiFi Degens) is:

did:chia:1w04kzvz0s3dz9pwxwzzyl53nscaju9cde6jw483hqb78g8yy7teqa84d6k

The Decentralized ID of the copyright owner is:

did:chia:1whapdrythg450xezlhxrnvj8pac5w7f755z9pn0fv58xgl8l2lsgxl5mh

Get in touch:

Email: synthwaveandy@proton.me

Alt Email: chifidegens@proton.me

Twitter: <https://twitter.com/ChifiDegen>

Discord: <https://discord.gg/qxphZRSEcT>