# METAIP NFT LICENSE

# PERSONAL LICENSE ("METAIP-PERSONAL")

By acquiring lawful ownership to a non-fungible token ("NFT") associated with the NFT project made available under this NFT License ("Project NFT") created by the owner or entity that has created this Project NFT ("Creator" or "we" or "our"), you agree to these NFT License Terms and Conditions (the "Terms"). When you lawfully own a Project NFT, you own all personal property rights to the NFT underlying the Project NFT (e.g., the right to freely sell, transfer, or otherwise dispose of that Project NFT). However, your rights to the associated artwork, images, video, content or other works of authorship linked to your specific Project NFT which was developed by Creator ("NFT Media") are only as outlined below.

# 1. NFT LICENSE GRANT

NFT Media License. For as long as you lawfully own a Project NFT, Creator grants you a non-exclusive, perpetual, irrevocable (except as set forth in Section 3.2 below)] worldwide license under our copyrights to use, distribute, reproduce, display, and perform (but not modify) the specific NFT Media linked to your Project NFT for personal non-commercial uses, with the right to sublicense such rights solely to third parties to enable the right to display the NFT Media, with Creator being a third party beneficiary to all such sublicenses with the ability to enforce such agreements. This license includes the right to display NFT Media as a profile picture. All intellectual property rights in and to the NFT Media and any other intellectual property rights of Creator not expressly licensed herein are reserved by Creator.

# 1.2 Reserved.

- 1.3 No Rights to Trademarks. Nothing in these Terms is meant to grant you any rights to any logos, trademarks, service marks, and trade dress associated with Creator or the Project NFTs ("Project Trademarks"). Unless you have our prior written approval, you may not use any Project Trademarks for any use that would require a license from us, including to register any domain names or social media accounts using any Project Trademarks or to advertise or promote any other products or services.
- Transfer and Sublicensing. The licenses granted in these Terms are non-transferrable, except that if 1.4 you lawfully transfer ownership of your Project NFT, the license to the NFT Media in Section 1.1 to you shall terminate upon the effective date of such transfer, and such licenses will be assigned to the new owner of the Project NFT associated with such NFT Media. As a condition to sales, transfers or similar transactions of the Project NFTs, the transferee agrees upon the acquisition of the Project NFT that (a) the transferee is not a Restricted Party and (b) the transferee accepts these Terms. Further, if you choose to sublicense any of your licensed rights set forth in Section 1.1 above, you are only permitted to do so if any such sublicensees agree (i) that they are not Restricted Parties and (ii) that if your licensed rights in Section 1.1 are transferred (such as because you sell your Project NFT), then any such sublicenses you have granted in such licensed rights will automatically terminate. Because virtually all public blockchains are licensed under open source licenses, it is possible that the blockchain may fork, merge, or duplicate the original blockchain that initially recorded ownership of your Project NFT. In such case, any rights granted under these Terms to owners of any Project NFT will only be granted to the lawful owners of such Project NFT whose ownership is recorded on the mainnet version of the blockchain that is generally recognized and predominantly supported in the blockchain industry as the legitimate successor of the original blockchain (as determined in our sole discretion).
- 1.5 <u>Third Party Content</u>. The Creator hereby represents and warrants to you that all of the copyrights in the NFT Media are owned by the Creator, and does not contain (a) any artwork, images, video, content or other works of authorship, (b) logos, trademarks, service marks, or trade dress or rights of personality in which the relevant intellectual property rights are not owned by the Creator ("Third Party Content"), provided that the foregoing shall not apply if the Creator has obtained a

license to such Third Party Content consistent with the licenses under this Agreement or the Creator has supplemented this NFT License with an additional license that governs your right to use such Third Party Content.

1.6 Restrictions. If a Project NFT is fractionalized into smaller ownership interests (which may be represented by other tokens), the rights licensed hereunder do not transfer to each of the owners of such fractionalized interests in the Project NFT, but are only granted to those who own all fractionalized interests in a Project NFT or as may otherwise be agreed by the owners of such fractionalized interests if each of such owners agree that (a) the owner is not a Restricted Party and (b) the owner accepts these Terms. In order to purchase the Project NFT if you are an individual, you must be 18 years of age or older if the age of lawfully capacity of forming binding contracts is older in the relevant jurisdiction. If you are an entity, the individual agreeing to the Terms must have the legal authority to bind the entity. If (a) you are an individual, you agree on your own behalf and (b) if you are an entity, you agree that neither the entity nor any of your owners or investors or any of their directors, officers, employees, agents or affiliates acting on your behalf: (i) is related in any way to, the governments of, or any persons within, any country or jurisdiction under a U.S. embargo enforced by the Office of Foreign Assets Control ("OFAC"), or any persons who are named on any list of sanctioned individuals or entities; (ii) is (or has ever been) prohibited from the transaction pursuant to U.S. anti-money laundering, anti-terrorist, economic sanctions and asset control laws; and (iii) is resident in a country or jurisdiction under a U.S. embargo enforced by OFAC ("Restricted Parties").

# 2. DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

- 2.1 Disclaimers. YOUR ACCESS TO AND USE OF THE PROJECT NFT AND NFT MEDIA IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CREATOR, ITS PARENTS, AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS AND EOUITYHOLDERS (THE "CREATOR ENTITIES") DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. TITLE AND NON-INFRINGEMENT IN THE PROJECT NFTS AND NFT MEDIA. THE CREATOR ENTITIES MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR: (A) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, ORIGINALITY, SECURITY OR RELIABILITY OF THE PROJECT NFTS AND NFT MEDIA; (B) THE OPERATION OR COMPATIBILITY WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM, DEVICE, BLOCKCHAIN, DIGITAL WALLET, HARDWARE OR MARKETPLACE; AND (C) WHETHER THE PROJECT NFTS AND NFT MEDIA WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE OR ERROR-FREE BASIS; AND (D) THE DELETION OF, OR THE FAILURE TO STORE OR TRANSMIT THE PROJECT NFTS AND NFT MEDIA. THE PROJECT NFTS AND NFT MEDIA ARE INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY.
- 2.2 <u>Limitations of Liability</u>. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE CREATOR ENTITIES BE LIABLE (A) FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PROJECT NFT OR THE NFT MEDIA), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE PROJECT NFTS AND NFT MEDIA OR THESE TERMS AND WHETHER IN CONTRACT, PRODUCT LIABILITY OR TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF THE CREATOR ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE PROJECT NFTS AND NFT MEDIA. THE MAXIMUM AGGREGATE LIABILITY OF THE CREATOR ENTITIES FOR ALL DAMAGES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (I) \$1,000 OR (II) THE AMOUNT YOU PAID FOR YOUR PROJECT NFT. SOME JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

- 2.3 <u>Assumption of Risk.</u> THE VALUE OF THE PROJECT NFTS IS SUBJECTIVE, HAVE NO INHERENT VALUE AND THEREFOR CAN BE VOLATILE. YOU AGREE TO ASSUME ALL RISK ASSOCIATED WITH THE USE AND VALUE OF THE PROJECT NFT AND NFT MEDIA
- 2.4 <u>Fundamental Elements</u>. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE CREATOR ENTITIES AND YOU.
- 2.5 <u>Template Provider Disclaimers</u>. You and Creator each agree and acknowledge and agree that (i) these terms are based on a template that has been provided for public use, and (ii) each party and its heirs, successors and assigns, irrevocably covenants and agrees not to assert or bring any suit, claim, demand or challenge against the providers of such template, their parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, service providers and licensors (the "**Template Provider Entities**") in connection with these terms, (iii) the availability of these terms shall not be construed as legal advice for any particular facts or circumstances and are not meant to replace consulting competent counsel who is aware of your specific facts and circumstances and those of creator, and (iv) these terms might not reflect all current updates to the law or applicable interpretive guidance.
- 2.6 <u>Indemnification</u>. By entering into these Terms and accessing or using the Project NFTs or NFT Media, you agree that you shall defend, indemnify and hold the Creator Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Creator Entities arising out of or in connection with: (i) your violation or breach of any term of these Terms or any applicable law or regulation; (ii) your violation of any rights of any third party; (iii) your access to or use of the Project NFT or NFT Media; or (iv) any fraud, negligence or wilful misconduct committed by you. For these limited purposes, the Creator Entities (other than the Creator) are third party beneficiaries of the Terms.

# 3. ADDITIONAL PROVISIONS

- 3.1 <u>Additional Features</u>. Creator may choose to make additional features, access, content, items or other benefits available to owners of Project NFTs ("Additional Features"). Creator has no duty or obligation to provide you with any Additional Features, and you should not expect any Additional Features when acquiring a Project NFT. Additional Features may be subject to additional terms and conditions, which may be presented to you at the time they are made available.
- 3.2 <u>Termination of License</u>. If you materially breach any of the provisions of these Terms, Creator may terminate all of the licenses granted to you under these Terms. Creator will use commercially reasonable efforts to provide you with notice of such termination, though for the avoidance of doubt your licenses shall terminate regardless of whether such notice is actually received. Upon the termination of your licenses, you shall cease all use of the rights granted in Article 1 and shall cease all further use of the NFT Media, and all sublicenses you have granted in the NFT Media shall automatically terminate. The following sections shall survive the termination of these Terms and shall continue in full force and effect subsequent to and notwithstanding any termination of these

Terms by Creator or you: Sections 1.3, 1.4, 1.6, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.3 and 3.4. Termination will not limit any of Creator's other rights or remedies at law or in equity.

3.3 <u>Miscellaneous</u>. These Terms constitutes the entire and exclusive understanding and agreement between Creator and you regarding the Project NFT and NFT Media and supersedes and replaces any and all prior oral or written understandings or agreements between Creator and you regarding the Project NFT and NFT Media. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be freely assigned by Creator. Any purported assignment in violation of these Terms will be null and void. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

Governing Law & Arbitration. You and Creator shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with these Terms, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all parties, such Dispute shall be finally settled by Binding Arbitration (as defined below). Any Dispute not resolved within ninety (90) days shall be referred to and finally resolved by arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. If your claim is for U.S. \$10,000 or less, You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in New York, New York, or if you request, the county (or parish) where You live, unless both Parties agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on the parties ("Binding Arbitration"). The parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and Creator will each pay their respective attorneys' fees and expenses. These Terms and any action related thereto will be governed by the laws of the State of New York, without regard to its conflict of laws provisions. Any dispute arising out of or related to these Terms is personal to you and Creator and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and Creator each agree that any claims may only be brought on an individual basis and not as a plaintiff or class member in any purported class or representative action or other proceeding in which a person attempts to resolve a dispute as a representative of another person or group of persons. Unless both you and Creator agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims, and may not otherwise preside over any form of a consolidated, representative, or class proceeding. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

# **METAIP NFT LICENSE**

# 个人许可("METAIP-PERSONAL")

通过合法获取与本 NFT 许可下提供的 NFT 项目("**项目 NFT**")相关的 NFT("**NFT**"),该项目 NFT 由由创建本项目 NFT 的所有者或实体("**创建者**"或"**我们**")创建,即表示您同意本 NFT 许可条款和条件("**条款**")。当您合法拥有一个项目 NFT 时,您就拥有该项目 NFT 下所有个人财产权(例如,自由出售、转让或以其他方式处置该项目 NFT 的权利)。但是,您对创作者开发的与您特定的项目 NFT 所关联的艺术作品、图像、视频、内容或其他著作权作品("**NFT 媒体**")所拥有的权利,仅限于如下所述。

# 2. NFT 许可证授予 NFT LICENSE GRANT

1.1 NFT 媒体许可证。只要你合法地拥有 项目 NFT,创作者就会据此授予您非独家、永久的、不可撤销的(除非如下文第3.2 节所设定)全球许可,允许您使用、分发、复制、展示和执行(但不能修改)你的 项目 NFT 链接的特定 NFT 媒体,用于个人非商业用途,并有权仅向第三方进行再许可,以便启用展示 NFT 媒体 的权利,且创作者是所有此类再许可的第三方受益人,有权执行这些协议。本许可包括将 NFT 媒体 作为个人头像的权利。创作者保留对 NFT 媒体 以及任何未在此明确许可的创作者的其他知识产权的所有权。

#### 1.2 保留 Reserved.

- 1.3 <u>无商标权。</u>本条款中的任何内容均无意授予您对与创作者或 项目 NFT 相关的徽标、商标、服务标记和商业外观("项目商标")的任何权利。除非您事先获得我们的书面批准,否则您不得将任何项目商标用于需要我们许可的任何用途,包括注册任何使用项目商标的域名或社交媒体账户,或用于广告或推广任何其他产品或服务。。
- 1.4 <u>转让和再许可。</u>本条款中授予的许可是不可转让的,除非你合法地转让你 项目 NFT 的所有权,那么第 1.1 节中授予您的 NFT 媒体 许可将在此类转让生效之日终止,并且这些许可将被转让给与该 NFT 媒体 关联的 项目 NFT 的新所有者。作为销售、转让或类似 项目 NFT 交易的条件,受让人在获取 项目 NFT 时同意(a)受让人不是受限方,(b)受让人接受这些条款。此外,如果您选择对上述第 1.1 节中规定的任何许可权利进行再许可,则只有在任何此类再许可方同意(i)他们不是受限方,(ii)如果你在第 1.1 节中的许可权被转让(例如因为你出售了您的 项目 NFT),则您在此类许可权利中授予的任何此类再许可将自动终止。由于几乎所有公共区块链都是根据开源许可证获得许可的,因此区块链可能会分叉、合并或复制最初记录您的 项目 NFT 所有权的原始区块链。在这种情况下,根据这些条款授予任何 项目 NFT 所有者的任何权利将仅授予该 项目 NFT 的合法所有者,其所有权记录在区块链行业普遍认可和主要支持的作为原始区块链的合法继承者区块链的主网版本上(由我们自行决定)。
- 1.5 <u>第三方内容。</u> 创作者特此向您声明并保证,NFT 媒体 中的所有版权均由创作者拥有,并且不包含创作者不拥有知识产权的(a)任何艺术品、图片、视频、内容或作者其他作品,(b)标识、商标、服务标记、商业外观或人格权("**第三方内容**"),但如果创作者已获得此类第三方内容的许可或已使用附加许可补充了本 NFT 许可,该附加许可规定了您使用此类第三方内容的权利,则前述规定将不适用于创作者获取了与本协议下的许可一致的此类第三方内容。
- 1.6 <u>限制。</u>如果 项目 NFT 被分割成更小的所有权利益(可能由其他代币表示),则本条款许可的权利不会转让给该 项目 NFT 中的此类分割权益的每个所有者,而仅授予那些在 项目 NFT 中拥有所有分割权益的人,或者可以由这些分割权益的所有者之间另行约定,前提是每个所有者都同意(a)该所有者不是受限方,并且(b)该所有者接受这些条款。如果你是个

人,你必须年满 18 岁或者在相关司法管辖区内,您必须达到法定约束力合同年龄才能购买 项目 NFT。如果你是一个实体,同意本条款的个人必须有法律权力代表该实体。如果(a)您是个人,您代表自己同意;(b)如果您是一个实体,您同意该实体或您的任何所有者或投资者或其任何董事、管理人员、雇员、代理人或代表您行事的关联公司:(i)与受美国外国资产控制办公室("OFAC")强制执行的任何被禁运的国家或者管辖区的政府或者任何人员无关,或者与任何被列入制裁个人或实体的名单的人员无关;(ii)根据美国的反洗钱、反恐、经济制裁和资产控制法律没有被(或曾经被)禁止进行交易;以及(iii)不是美国外国资产控制办公室("OFAC")执行禁运的国家或者司法管辖区居民("**受限方**")。

# 2. 免责声明、责任限制和赔偿 DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

- 2.1 <u>免责声明。</u> 您对 项目 NFT 和 NFT 媒体 的访问和使用风险由您自行承担。除非本文中明确规定,否则在适用法律允许的最大范围内,创作者、其母公司、关联公司、合作伙伴、员工、管理人员、董事、承包商、代理人、许可人和股东("创作者实体")对 项目 NFT 和 NFT 媒体 中的所有保证和条件,包括但不限于适销性、特定目的的适用性、所有权和不侵权的保证,无论是明示或暗示的,均不承担任何责任。创作者实体对以下方面不作任何保证或声明,且不承担任何责任和义务:
  (A) 项目 NFTs 和 NFT 媒体 的完整性、准确性、可用性、及时性、原创性、安全性或可靠性;(B)与任何其他应用程序或任何特定系统、设备、区块链、数字钱包、硬件或市场的操作或兼容性;(C)项目 NFTs 和 NFT 媒体 是否满足您的要求,或者是否可以不间断、安全或无错误的可用;(D)删除、存储或传输 项目 NFTs 和 NFT 媒体 失败。项目 NFTs 和 NFT 媒体 仅供消费者享受、使用和消费。
- 2.2 <u>责任限制</u>。在法律未禁止的范围内,你同意在任何情况下,创作者实体均不会对以下事项负责: (A) 任何间接的、特殊的、偶然的、后继性或惩罚性损害(包括但不限于替代商品或服务的采购、无法使用、数据或利润损失、业务中断或由你使用或无法使用 项目 NFT 或 NFT 媒体 而引发或与之相关的任何其他损害或损失),无论是何种原因造成的,也不论根据任何责任理论,无论是根据这些条款还是以任何方式与 项目 NFTs 和 NFT 媒体 或这些条款有关,无论是在合同、产品责任或侵权行为(包括严格责任或疏忽)或其他方面,即使创作者实体已被告知此类损害的可能性;或(B)因本条款或 项目 NFTs 和 NFT 媒体 的交付、使用或履行而产生或与之相关的任何其他索赔、要求或损害。创作者实体对所有损害和诉讼理由的最高累计责任,无论是合同规定、侵权行为(包括严格责任或过失)或其他原因,均应为(I)1000 美元或(II)您为项目 NFT 支付金额中的较大者。某些司法管辖区不允许排除或限制附带或间接损害,因此上述排除或限制可能不适用于您。
- 2.3 <u>风险承担。</u>项目 NFTs 的价值是主观的,没有内在的价值,因此可能会波动。您同意承担与 项目 NFT 和 NFT 媒体 的使用和价值相关的所有风险。
- 2.4 基本要素。上述损害赔偿的排除和限制是创作者实体与您之间交易基础的基本要素。
- 2.5 模板提供方的免责声明。你和创作者均同意并承认: (i) 本条款基于供公众使用的模板; (ii) 每一方及其继承人、继任者和受让人,均不可撤销地承诺并同意不会因本条款向提供此类模板的提供方、其母公司、关联公司、附属公司、管理人员、董事、员工、代理人、代表、合作伙伴、服务提供方和许可方("模板提供方实体") 提起任何诉讼、索赔、要求或质疑; (iii) 本条款的提供不应被解释为针对任何特定事实或情况的法律建议,也不意味着可以替代咨询了解你以及创作者具体事实和情况的合格律师; (iv) 本条款可能未反映适用法律或解释指南的全部或最新内容。
- 2.6 <u>赔偿。</u>通过签署本条款并访问或使用 项目 NFT 或 NFT 媒体,您同意您将为创作者实体辩护,赔偿并使其免受任何因以下原因产生或与之相关的所有索赔、成本、损害、损失、负债和费用(包括律师费和成本)的伤害: (i) 你违反这些条款的任何条款或任何适用的法律或法规; (ii) 你侵犯任何第三方的权利; (iii) 你访问或使用 项目 NFT 或 NFT 媒体; 或(iv) 你犯下的任何欺诈、疏忽或故意不当行为。就这些有限的目的而言,创作者实体(除创作者外)是条款的第三方受益人。

#### 3. 附加条款 ADDITIONAL PROVISIONS

- 3.1 <u>附加功能。</u>创作者可能选择为 项目 NFT 的所有者提供额外功能、访问权限、内容、物品或其他优惠("**附加功能**")。但创作者没有义务或责任向你提供任何附加功能,而且你在获取 项目 NFT 时不应期待有任何附加功能。附加功能可能受到额外的条款和条件的约束,这些条款和条件可能会在提供附加功能时向你展示。
- 3.2 <u>许可终止。</u>如果你严重违反本条款中的任何规定,创作者可以终止根据本条款授予你的所有许可。创作者会在商业合理性的前提下尽力通知您许可终止,为了避免疑问,无论此类通知是否实际接收,你的许可都应终止。在你的许可终止后,你应停止使用第 1 条中授予的所有权利,并停止进一步使用 NFT 媒体,而且你在 NFT 媒体 中授予的所有再许可也将自动终止。以下各节在本条款终止后仍然有效,并且在创作者或你终止这些条款后继续有效:第 1.3,1.4,1.6,2.1,2.2,2.3,2.4,2.5,2.6,3.3 和 3.4 节。终止不会限制创作者在法律或衡平法下的任何其他权利或补救措施。
- 3.3 <u>其他条款。</u>本条款构成创作者和您之间关于 项目 NFT 和 NFT 媒体 的完整和排他性的理解和协议,并取代创作者和您之前关于 项目 NFT 和 NFT 媒体 的任何和所有口头或书面理解或协议。如果本条款的任何规定是非法的、无效的或因任何原因不可执行的,则该规定应被视为可与本条款分离,并且不影响任何剩余条款的有效性和可执行性。本条款和协议项下授予的许可由创作者自由分配。任何违反本条款的转让都是无效的。任何一方对本协议下的任何违约或未履约行为的放弃,不应被视为对任何先前或随后的所有违约或未履约行为追究权的放弃。
- 3.4 适用法律与仲裁。 您和创作者应本着善意合作的原则,解决因本条款(包括与本条款的形成、适用性、违反、终止、 有效性或可执行性)引起的、与之有关的或与之相关的任何争议、争执或索赔等问题("争议")。如果各方未能在收到争议 通知后九十 (90) 天内解决争议,则应通过具有约束力的仲裁(定义如下)最终解决该争议。任何未在九十 (90)天内解 决的争议应提交给美国仲裁协会("AAA")进行仲裁,并根据当时有效的《消费者仲裁规则》("AAA 规则")通过仲裁最 终解决,本条款另有修改的除外。AAA 规则可在 www.adr.org 查看或通过拨打 1-800-778-7879 获取。希望启动仲裁的 一方必须向 AAA 提交书面仲裁要求,并按照 AAA 规则的规定通知另一方。AAA 在 www.adr.org 提供仲裁要求表格。如 果你的索赔金额为 10,000 美元或以下,你可以选择仅基于提交给仲裁员的文件进行仲裁,还是通过电话或视频会议听证 会,或者由 AAA 指定的现场听证会进行仲裁。如果你的索赔超过 10000 美元,听证会的权利将由 AAA 规则决定。任何仲 裁听证会都将在纽约州纽约市举行,如果您提出要求,也可以在您居住的县(或教区)举行,如果双方达成一致意见,也可 以另选不同的地点举行。双方同意,仲裁员拥有与本仲裁协议的解释、适用性、可执行性和范围有关的所有问题的专属决定 权。所有申请费、管理费和仲裁员费用支付均按 AAA 规则规定。仲裁程序使用的语言为英语。仲裁裁决为最终裁决,并对 双方均有约束力("有约束力的仲裁")。各方承诺立即执行任何裁决,并放弃任何形式的追索权,只要此类弃权可以合法有 效的进行。对裁决的判决可由任何具有管辖权或对相关方或其资产具有管辖权的法院作出。 您和创作者将各自支付各自的 律师费和开支。 这些条款以及与之相关的任何行动将受纽约州法律管辖,而不考虑其冲突法的规定。由本条款引起或与本 条款有关的任何争议均属于您和创作者的个人争议,而不会作为集体仲裁、集体诉讼或任何其他类型的代表诉讼提起**。您和** 创建者均同意,任何索赔只能在个人基础上提出,而不能作为原告或集体成员在任何所谓的集体或代表诉讼或其他程序中提 出,在该程序中,一个人试图作为另一个人或一群人的代表解决争议。除非您和创作者双方都同意,否则仲裁员不得合并或 加入多于一人或一方的索赔,并且不得以其他方式主持任何形式的合并、代表或集体诉讼。如果你是加利福尼亚州居民,根 据加利福尼亚民法典§ 1789.3, 您可以向加州消费者事务部消费者服务部投诉援助部门举报投诉, 具体地址为: 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834,或致电: (800) 952-5210。