

# NFT VIRTUOSO

## TERMS AND CONDITIONS AND LIMITED LICENSE

By accessing or using the site [nftvirtuoso.io](https://nftvirtuoso.io) and NFT Virtuoso contracts on the blockchain you accept and agree to be bound by NFT VIRTUOSO TERMS AND CONDITIONS AND LIMITED LICENSE (this "Agreement").

### 1. Definitions.

"Art" means any music, art, design, video, text, drawings and files that may be associated with an NFT that you Own.

"NFT" means any blockchain-tracked, non-fungible token, conforming to the ERC721 NFT standard, including NFT Virtuoso tokens.

"Own" means, with respect to an NFT, an NFT that you have purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain.

"Extensions" means third party designs that: (i) are intended for use as extensions or overlays to the Art, (ii) do not modify the underlying Art, and (iii) can be removed at any time without affecting the underlying Art.

"Purchased NFT" means an NFT that you Own.

"Third Party IP" means any third-party patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

### 2. Ownership.

You acknowledge and agree that Creator of the NFT (or, as applicable, its licensors) owns all legal right, title, and interest in and to the Art, and all intellectual property rights therein. The rights that you have in and to the Art are limited to those described in this Agreement. Creator reserves all rights in and to the Art not expressly granted to you in this Agreement.

### 3. License.

#### a. General Use.

Subject to your continued compliance with the terms of this Agreement, Creator grants you a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy,

and display the Art for your Purchased NFTs, along with any Extensions that you choose to create or use, solely for the following purposes: (i) for your own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of your NFTs, provided that the marketplace cryptographically verifies each NFT owner's rights to display the Art for their Purchased NFTs to ensure that only the actual owner can display the Art; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your NFTs, provided that the website/application cryptographically verifies each NFT owner's rights to display the Art for their Purchased NFTs to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased NFT leaves the website/application.

#### b. Commercial Use.

Commercial rights to use the artworks associated to the Purchased NFT other than Reselling/Trading/Exchanging the NFT is prohibited unless explicitly written by the Creator in a custom License.

## 4. Restrictions.

You agree that you may not, nor permit any third party to do or attempt to do any of the foregoing without Creator's express prior written consent in each case: (i) modify the Art for your Purchased NFT in any way, including, without limitation, the music, the shapes, designs, drawings, attributes, or color schemes (your use of Extensions will not constitute a prohibited modification hereunder); (ii) use the Art for your Purchased NFTs to advertise, market, or sell any third party product or service; (iii) use the Art for your Purchased NFTs in connection with images, videos, audio 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; (iv) use the Art for your Purchased NFTs in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in Section 3(b) above or solely for your own personal, non-commercial use; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Art for your Purchased NFTs, except as expressly permitted in Section 3(b) above; (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Art for your Purchased NFTs; or (vii) otherwise utilize the Art for your Purchased NFTs for your or any third party's commercial benefit. To the extent that Art associated with your Purchased NFTs contains Third Party IP (e.g., licensed intellectual property from a celebrity, athlete, or other public figure), you understand and agree as follows: (w) that you will not have the right to use such Third Party IP in any way except as incorporated in the Art, and subject to the license and restrictions contained herein; (x) that, depending on the nature of the license granted from the owner of the Third Party IP, Creator may need to pass through additional restrictions on your ability to use the Art; and (y) to the extent that Creator informs you of such additional restrictions in writing (email is permissible), you will be responsible for complying with all such restrictions from the date that you receive the notice, and

that failure to do so will be deemed a breach of this Agreement. The restriction in Section 4 will survive the expiration or termination of this Agreement.

In case you learn of any violation of copyright and/or intellectual property rights and/or licenses you are obliged to immediately inform NFT Virtuoso by contacting [abuse@nftvirtuoso.io](mailto:abuse@nftvirtuoso.io) and providing details of the violations and NFT token number.

You may not assign your rights or delegate your obligations under this Agreement without our prior written consent.

## 5. Terms of Agreement.

The license granted in Section 3 above applies only to the extent that you continue to Own the applicable Purchased NFT. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of your Purchased NFT for any reason, the license granted in Section 3 will immediately expire with respect to those NFTs without the requirement of notice, and you will have no further rights in or to the Art for those NFTs. If you require a Commercial License you may contact the Creator requesting a discussion regarding entering into a broader license agreement or obtaining an exemption (which may be granted or withheld in Creator's sole and absolute discretion). If you exceed the scope of the license grant in Section 3.b without entering into a broader license agreement with or obtaining an exemption from Creator, you acknowledge and agree that: (i) you are in breach of this Agreement (ii) in addition to any remedies that may be available to Creator at law or in equity, the Creator may immediately terminate this Agreement, without the requirement of notice; and (iii) you will be responsible to reimburse Creator for any costs and expenses incurred by Creator during the course of enforcing the terms of this Agreement against you.

You acknowledge that the NFT is being sold "as is" and neither we nor the seller nor Creator provide any guarantee in relation to the NFT other than what is expressly set forth herein.

You acknowledge and agree that there are risks associated with purchasing, holding, and using NFTs. By purchasing, holding and using an NFT, you expressly acknowledge and assume all risks including, but not limited to: seller or buyer user error such as forgotten passwords, mistyped addresses or incorrectly constructed transactions, incorrectly programmed NFTs, mining attacks, cybersecurity attacks, weaknesses in security, blockchain malfunctions or other technical errors, telecommunications failure, malicious software, unfavourable regulatory determinations or actions in one or more jurisdictions (including with respect to NFTs or cryptocurrencies), taxation of NFTs or cryptocurrencies, personal information disclosure, uninsured losses, unanticipated risks, volatility risks, server failure or data loss, corrupted or otherwise inaccessible digital wallets, unauthorised access to applications, inability to access or transfer the NFT, inability to access or display the Art, risks arising from third-party providers, including third-party providers that may mint the NFT and/or store the Art, and any unauthorised third party activities, including without limitation the introduction use of viruses or other malicious code, the use of phishing, sybil attacks, 51% attacks, bruteforcing, changes to the protocol rules of the

blockchain or other means of attack that affect, in any way, the NFT or Art or NFT Virtuoso site or NFT Virtuoso blockchain contracts.

Payment information for payments via credit or debit card is collected and processed directly by a third party service and not by us. We do not have access to, or retain any credit card information. By making a payment online via credit or debit card, you: (i) warrant that you are the cardholder; and (ii) acknowledge that we have no liability for your payment not reaching us where, for example payment is refused or declined by your card supplier. It is your responsibility to check with your card supplier that the payment has been accepted.

We do not accept payments in cryptocurrency.

## 6. Permitted use of the NFT Virtuoso site and blockchain contracts.

The only permitted use of the of the NFT Virtuoso site and blockchain contract is use for the purposes of creation and managing of your NFT Collection. Use of the NFT Virtuoso site and blockchain contract for any other purposes, including but not limited to investment, arbitrage, speculation and using NFT tokens for payments is prohibited.

In case you sell the NFT from your collection using NFT Virtuoso site, you are obliged to provide to NFT Virtuoso all the relevant KYC/AML compliance documentation by contacting [accounting@nftvirtuoso.io](mailto:accounting@nftvirtuoso.io) together with bank account details where you want to withdraw proceeds of the sale. Execution of any bank money transfer is subject to satisfying KYC/AML compliance requirements to our satisfaction, minimum transfer amount requirement and cryptographically signing transfer request. You are responsible for paying all the bank transfer commissions.

Any sale of the NFT is subject to commissions. Sale of the NFT on the other sites can be restricted on the request of the Creator of the NFT and commission can be changed on the request of Creator of the NFT.

You are responsible for all applicable taxes including any VAT, sales, or any other taxes wherever such taxes may arise.

## 7. Disclaimer of Warranties and Liability

WE DO NOT MAKE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE NFT, ART, NFT VIRTUOSO SITE AND NFT VIRTUOSO BLOCKCHAIN CONTRACT, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR BEING FREE FROM ERRORS, EACH OF WHICH IS SPECIFICALLY DISCLAIMED.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WE WILL BE LIABLE FOR

- (I) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION);
- (II) ANY DAMAGES ARISING FROM FAILURE TO TRANSFER THE NFT DUE TO ERROR SUCH AS FORGOTTEN PASSWORDS, MISTYPED ADDRESSES OR INCORRECTLY CONSTRUCTED TRANSACTIONS, INCORRECTLY PROGRAMMED NFTS, MINING ATTACKS, CYBERSECURITY ATTACKS, WEAKNESSES IN SECURITY, BLOCKCHAIN MALFUNCTIONS OR OTHER TECHNICAL ERRORS, TELECOMMUNICATIONS FAILURE, UNFAVOURABLE REGULATORY DETERMINATIONS OR ACTIONS IN ONE OR MORE JURISDICTIONS (INCLUDING WITH RESPECT TO NFTS OR CRYPTOCURRENCIES), TAXATION OF NFTS OR CRYPTOCURRENCIES, PERSONAL INFORMATION DISCLOSURE, UNINSURED LOSSES, UNANTICIPATED RISKS, VOLATILITY RISKS, SERVER FAILURE OR DATA LOSS, CORRUPTED OR OTHERWISE INACCESSIBLE DIGITAL WALLETS, UNAUTHORISED ACCESS TO APPLICATIONS, INABILITY TO ACCESS OR TRANSFER THE NFT, INABILITY TO ACCESS OR DISPLAY THE ART, RISKS ARISING FROM THIRD-PARTY PROVIDERS, INCLUDING THIRD-PARTY PROVIDERS THAT MAY MINT THE NFT AND/OR STORE THE NFT OR ART; AND
- (III) ANY DAMAGES ARISING FROM ANY UNAUTHORISED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE INTRODUCTION OF VIRUSES OR OTHER MALICIOUS CODE, THE USE OF PHISHING, SYBIL ATTACKS, 51% ATTACKS, BRUTEFORCING, CHANGES TO THE PROTOCOL RULES OF THE BLOCKCHAIN OR OTHER MEANS OF ATTACK THAT AFFECT, IN ANY WAY, THE NFT OR ART OR NFT VIRTUOSO SITE OR NFT VIRTUOSO BLOCKCHAIN CONTRACT;

IN EACH CASE OF (I) – (III) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF NFTS OR ART OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

IN THE CASE OF NFT AND ART, IN ADDITION TO THE ABOVE, NEITHER WE NOR THE SELLER NOR CREATOR MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE FOLLOWING: (1) WHETHER ANY NFT OR ART IS SUBJECT TO COPYRIGHT OR WHETHER THE BUYER ACQUIRES ANY COPYRIGHTS, INCLUDING BUT NOT LIMITED TO, ANY REPRODUCTION RIGHTS IN ANY NFT AND ART; (2) THE NATURE, CHARACTER, CONTENTS, CONDITION, BEHAVIOR, OPERATION, PERFORMANCE, SECURITY, INTEGRITY, METADATA, PERSISTENCE, QUALITY, TECHNICAL DETAILS OR TERMS OF THE NFT OR ART, INCLUDING WITHOUT LIMITATION ANY FURTHER ITERATIONS OF THE SAME; (3) THAT THE NFT OR ART OR THE

DELIVERY MECHANISM FOR THE NFT DOES NOT CONTAIN VIRUSES OR MALWARE OR OTHER HARMFUL COMPONENTS, OR THAT EITHER WILL FUNCTION AS BUYER EXPECTS OR WITHOUT ERROR OR MISTAKE; (4) THE UNIQUENESS OF THE ART; (5) THE AUTHENTICITY OF THE ART; (6) THAT AN NFT IS RELIABLE, CORRECTLY PROGRAMMED, COMPATIBLE WITH YOUR OR OTHERS' COMPUTER SYSTEMS, UP-TO-DATE, ERROR-FREE, COMPATIBLE WITH YOUR DIGITAL WALLET OR MEETING YOUR REQUIREMENTS, OR THAT DEFECTS IN THE NFT CAN OR WILL BE CORRECTED; OR (7) THE ACCURACY OR RELIABILITY OF ANY SIMULATION OR VIDEOS DEPICTING THE INTENDED PERFORMANCE OF THE NFT OR THE ART, WHETHER DISPLAYED ON NFT VIRTUOSO SITE OR ON ANY OTHER PLATFORM.

## 8. Events outside the control and force majeure

Neither we, you, nor the Creators will be responsible for any failure to meet any obligation which we, NFT owners or the Creators has under this Agreement which is caused by circumstances beyond our, your, NFT owners or Creators reasonable control. This includes, but is not limited to strikes, lock-outs, fire, flood, natural disasters, war, armed conflict, terrorist attack and nuclear and chemical contamination and any other force majeure circumstances.

## 9. Waiver

No failure or delay to exercise any right or remedy provided under this Agreement shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 10. Changing and Amendment of the Agreement

This is version 1 of the Agreement. This Agreement can be changed or amended in any time by publishing new version of the agreement on the NFT Virtuoso site without sending any notices to you.

If a court finds that any part of this Agreement is not valid, or is illegal or impossible to enforce, that part of this Agreement will be treated as being deleted, and the rest of this Agreement will not be affected.