

MARIEKE FEENSTRA - NFT License

1. Definitions

- "Art" means any art (such as digital images, videos, drawings, or designs) that may be associated with an NFT.
- "NFT" means any blockchain-tracked, non-fungible token, such as those conforming to the ERC-721 and ERC-1155 standard.
- The "Artist" is Marieke Feenstra.
- The "Collector" is the purchaser of the NFT.
- "Own" means, with respect to an NFT, an NFT that a Collector has purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain.
- "Purchased NFT" means an NFT that a Collector owns.

2. Ownership

The Collector acknowledges and agrees that the Artist owns all legal right, title and interest in and to the Art, and all intellectual property rights therein.

The Collector receives an NFT representing the Art as a piece of property, but does not own the creative work itself. The Collector may display and share the Art, but the Collector does not have any legal ownership, right, or title to any copyrights, trademarks, or other intellectual property rights to the Art, excepting the limited license granted by these Terms.

The Collector's rights in and to the Art are limited to those described in this license. The Artist reserves all rights in and to the Art not expressly granted in this license.

3. License

Upon collecting an NFT, the Collector receives a limited, worldwide, non-assignable, non-sublicensable, royalty-free license to display the Art for their Purchased NFT, as long as it is legally owned and properly obtained by the Collector. The Collector's limited license includes the right to display the Art for their Purchased NFT privately or publicly:

- (i) for the Collector's own personal, non-commercial use;
- (ii) for the purpose of promoting or sharing the Collector's purchase, ownership, or interest;
- (iii) for the non-commercial purpose of sharing, promoting, discussing, or commenting on the Art or the Purchased NFT; and
- (iv) on third-party websites/applications, such as marketplaces, exchanges, platforms, or virtual environments, provided that the Artist is credited where possible and 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.

4. Restrictions

The Collector has the right to sell, trade, transfer their NFT, but the Collector may not make commercial use of the Art. The Collector agrees that it may not, nor permit any third party, to do or attempt to do any of the foregoing without the Artist's express prior written consent in each case:

- (i) modify the Art for their Purchased NFT in any way, including, without limitation, the ratio, duration, shapes, designs, drawings, attributes, or color schemes, or display the Art for their Purchased NFT with any such modifications;
- (ii) use the Art for their Purchased NFTs to advertise, market, or sell any third party product or service;
- (iii) use the Art for their Purchased NFTs in connection with 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;
- (iv) incorporate the Art for their Purchased NFTs in movies, videos, video games, or any other forms of media as yet invented or to be invented in the future for a commercial purpose;
- (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 their Purchased NFT or NFTs;
- (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Art for their Purchased NFT or NFTs; or
- (vii) attempt to mint, tokenize, or create an additional cryptographic token representing the same Art;
- (viii) falsify, misrepresent, or conceal the authorship of the Art; or
- (ix) otherwise utilize the Art for their own commercial benefit or the commercial benefit of any third party's commercial benefit.

6. Terms of License

The license granted in Section 3 above applies only to the extent that a Collector continues to Own the applicable Purchased NFT. If at any time the Collector sells, trades, donates, gives away, transfers, or otherwise disposes of their Purchased NFT for any reason, the license granted in Section 3 will immediately expire with respect to that NFT without the requirement of notice, and the Collector will have no further rights in or to the Art for that NFT. If the Collector exceeds the scope of the license grant in Section 3 without entering into a broader license agreement with or obtaining an exemption from Artist, the Collector acknowledges and agrees that: (i) the Collector is in breach of this License; (ii) in addition to any remedies that may be available to Artist at law or in equity, the Artist may immediately terminate this License, without the requirement of notice; and (iii) the Collector at the time of the breach will be responsible to reimburse the Artist for any costs and expenses incurred by the Artist during the course of enforcing the terms of this License against the Collector.