

## **MOME NFT TERMS OF SALE**

When you (Purchaser, you) purchase MOME non-fungible tokens (NFTs) from Alive Network Pty Ltd (ACN 652 167 569) (Alive Network, us, we) you must agree to the terms and conditions set out in this document (NFT Terms) and the licence set out in the Annexure to these NFT Terms (Licence), which apply to you and any subsequent person to whom you sell the NFT(s) you purchased from us in the first instance.

## **OPERATIVE CLAUSES**

### **Applicability of NFT Terms**

1. All NFTs purchased or procured by you are subject to these NFT Terms and the Licence, unless otherwise agreed in writing and by purchasing or pre-purchasing any NFT you are agreeing to be bound by these NFT Terms and the Licence.
2. The use of any NFTs is subject to, without limitation our Website Terms and our Privacy Policy and any ancillary document relating to the Licence referred to in the Annexure.
3. Termination of these NFT Terms for any reason will not affect any obligations which have arisen prior to termination.

### **Purchasing NFTs**

1. Sale of NFTs
  1. We may list NFTs for sale from time to time, which may be stand-alone or as part of a bundle of other digital goods.
  2. Orders placed for NFTs are non-refundable, cannot be cancelled for change of mind, require payment in full of the Purchase Price at the time of purchase and may require that you connect or provide a Digital Wallet for delivery of the NFT at the time of sale.
  3. If you engage in a secondary sale of your NFT to another purchaser, that transaction may involve third party platforms or blockchain digital wallets which are not associated with us, and may be subject to transaction fees charged by that network. Should any transfer be conducted using a marketplace we provide, then fees and charges may apply to those transactions payable to us at the time of the transaction.
2. Pre-conditions to sale
  1. You must make payment in full in any nominated Digital Currency or via any other nominated payment method as a pre-condition to any purchase of an NFT.

2. In the case of a primary sale, we will have no obligation to transfer any NFT to you until we have received the Purchase Price in full for any NFT. If you make payment to our Digital Wallet, you must ensure your transfer is made to the correct wallet address.
  3. In the event that any payment is reversed or becomes invalid, including via either a double spend attack or recall or refund request by a payment processor, you agree to immediately return to us any NFTs the subject of a sale where the Purchase Price has no longer been retained in full by us.
3. Title and risk
- Risk and title in any NFT purchase transfers to you upon purchase of the NFT and you are responsible for ensuring your Digital Wallet is accurately linked. If you lose your private key or login or seed phrase for your Digital Wallet you will likely lose access permanently to your NFTs stored in your Digital Wallet. We cannot recover any private key or seed phrase for your Digital Wallet
4. Refunds - Risk in value of Digital Currency
- We do not offer refunds for purchases. However, where the Purchase Price has been paid in a Digital Currency and you are entitled to a refund for any reason, you agree the refund is to be made in the same form of Digital Currency used in the initial transaction, or at our option in Australian dollars equivalent to the value of the Digital Currency used in the initial transaction on the date the Purchase Price was paid, whether or not that is a greater or lesser sum.

#### Intellectual Property Licence in NFTs

You acknowledge and agree that we own all legal right, title and interest in all Intellectual Property Rights in the Art. Your rights in the NFT you Own are limited to those expressly stated in the Licence. We reserve all rights and ownership in and to the Intellectual Property Rights in the NFT you Own that are not expressly granted in the Licence.

#### Termination

##### 1. Termination with cause

These NFT Terms and the Licence may be terminated with immediate effect:

1. by us if any of the Purchaser warranties in clause 6 are breached by you; or
2. by us if the limitations of the Licence in clauses 1.6 or 1.8(c) are breached; or
3. by either party if the other party commits any material breach of its obligations under these NFT Terms and fails to remedy such

breach (if capable of remedy) within 30 days of receipt of notice from the non-defaulting party requiring it to do so.

2. Termination of these NFT Terms does not affect the rights of the parties which have accrued prior to termination.

3. Effect of termination

Upon termination of these NFT Terms or the Licence, the rights under the Licence will cease, including the rights to use, copy, display, and enjoy the Art associated with the NFT you Own, save that any physical objects you have created showing the art for your personal use shall be deemed to have a continuing personal licence to use.

### Acknowledgements

You acknowledge and agree that:

1. we own all legal right, title and interest in and to all other elements of the Website, and all Intellectual Property Rights therein (including, without limitation, all Art, designs, systems, methods, information, computer code, software, services, “look and feel”, organisation, compilation of the content, code, data, and all other elements of the Website (collectively, Website Materials));
2. the Website Materials are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All Website Materials are the copyrighted property of us or our licensors, and all trademarks, service marks, and trade names associated with the Website or otherwise contained in the Website Materials are proprietary to us or our licensors;
3. we provide NFTs solely on a proprietary basis and if we transact with you we do so solely on a bilateral basis;
4. NFTs are not intended for speculative use, are not sold or represented to be financial product and nothing we publish is in any way financial advice to you or any other person;
5. NFTs may experience or may have extreme price volatility, including being worthless in the future;
6. we are not providing and will not provide any fiduciary, advisory, brokerage, exchange or other similar services to you or any other person;
7. you are solely responsible for any decision to enter into a transaction subject to these NFT Terms, including the evaluation of any and all risks related to any such transaction;
8. a significant degree of IT sophistication is required to safely deal in and store NFTs of any kind using a Digital Wallet;
9. we are not a custodian for the purposes of the Corporations Act, and transfers of any NFTs are for transaction purposes only;

10. all transactions entered into and conducted under these NFT Terms are deemed to have occurred within the jurisdiction of New South Wales, Australia;
11. we are not responsible for any Loss caused by your failure to act in accordance with our policies, procedures or in accordance with our reasonable directions;
12. you purchase NFTs entirely at your own risk and understanding and we have not made any representations or warranties as to the IT security or ongoing availability of such NFTs or the Art or that your access to use your NFTs will be uninterrupted, timely or secure at all times;
13. you understand and acknowledge that your ownership of NFTs remains contingent upon you remaining in control of the seed phrases and private key(s) associated with your Digital Wallet and that we will not store any information in connection with your Digital Wallet beyond that required for the sale of NFTs;
14. we do not and cannot guarantee there will be any use for, or any particular price available for any NFT you purchase from us; and
15. we do not represent or guarantee any outcomes, or any financial return from your acquisition of any NFT from us, save the ability to Own the NFT and enjoy the Licence.

## Wallet

### 1. Our Warranties

We represent and warrant that:-

1. we own, or have the right to use under licence, the Art in the NFTs which we sell and are legally entitled to, and are capable of, selling the NFTs offered for sale; and
2. we will give you notice before we discontinue or alter the rights or features of any NFTs which you have purchased.

### 2. Purchaser warranties

You warrant and assure us that in acquiring an NFT (from us or from a third party or existing NFT holder):

1. you are sufficiently experienced and educated to make decisions regarding the procurement or purchase of NFTs from us, including sufficient experience in dealing with and storing NFTs using a Digital Wallet;
2. you have all necessary experience, resources, certificates, licences, permits and approvals to procure or purchase of NFTs applicable in Your Jurisdiction, and that any transactions under these NFT Terms or in your use of the NFT will be legal under the applicable laws of Your Jurisdiction;
3. all information you supply is true and accurate as at the time it is given, and that any Digital Wallet address you provide to us has been generated in accordance with best practice security

measures and no other party, other than you or your authorised representative, has used, or has access to, the seed phrases, private keys or analogous passwords required to effect transfers from, the Digital Wallet;

4. as far as you are aware, there are no facts, circumstances or other information which both:
    1. you have not fully and fairly disclosed to us in a manner and to an extent that it would impact our ability to make a reasonable assessment of those facts, matters and circumstances prior to entering into a transaction to sell you an NFT; and
    2. is of such nature and materiality that a reasonable person, had it been made aware of, could not reasonably be expected to consider prior to entering into a transaction for the sale of NFTs;
  5. you are not involved in any capacity in any claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration (nor which are pending or threatened) concerning NFTs;
  6. if we request, you will identify and substantiate the source of funds involved in transactions to acquire NFTs;
  7. no Digital Currency transferred to us as part of a Purchase Price has been derived from any illegal or unlawful activity;
  8. you are the lawful owner of any Digital Wallet nominated for delivery of NFTs and each Digital Wallet is owned and operated solely for your benefit, and no person has any right, title or interest in your nominated Digital Wallet; and
  9. you have had the opportunity to obtain independent legal advice in relation to the terms and effect of these NFT Terms.
3. Continuous warranties
- You represent and warrant to us that each of the Purchaser Warranties is true and accurate, and not misleading or deceptive as at the date of these NFT Terms and, except as expressly stated, will be true, accurate and not misleading or deceptive each time an NFT or NFTs are provided to you.
4. Notification
- You must disclose to us anything that has or will constitute a material breach of a Purchaser's Warranty or cause a Purchaser's Warranty to be untrue or inaccurate, as soon as practicable after you become aware of it.
5. Mutual warranties
- Each party warrants and assures the other party that:
1. if it is a company, it is duly incorporated and validly exists under the law of its place of incorporation;

2. it is not subject to an Insolvency Event; and
  3. these terms constitute a legal, valid and binding terms enforceable in accordance with its terms by appropriate legal remedy.
6. Consumer Guarantees
1. Certain legislation, including the Australian Consumer Law (ACL) contained in the Competition and Consumer Act 2010 (Cth) and similar consumer protection laws and regulations, may provide you with rights, warranties, guarantees and remedies relating to your purchase of NFTs which cannot be excluded, restricted or modified in these NFT Terms (Statutory Rights).
  2. Nothing in these NFT Terms does, or is intended to, exclude any Statutory Rights to which you are entitled.

7. Knowledge and awareness

Where a warranty is given 'to the best of a party's knowledge, belief and awareness', or 'as far as the party is aware' or with a similar qualification as to the relevant party's awareness or knowledge, the party giving the warranty will be deemed to know or be aware of a particular fact, matter or circumstance if that party's directors or senior management employees are aware of that fact, matter or circumstance, or would have become aware if they had made reasonable enquiries as at the date of these NFT Terms.

Indemnity

1. You agree to indemnify us and our Personnel and will keep us and our Personnel indemnified at all times to the fullest extent permitted by law in respect of any Loss or Claim which we or our Personnel may suffer, sustain or incur arising from, or connected with, a breach of a Purchaser Warranty without limitation.
2. In addition, you must indemnify us and our Personnel and keep us and our Personnel indemnified at all times to the fullest extent permitted by law in respect of any Claim which we or our Personnel may suffer, sustain or incur arising from, or connected with, any breach of these NFT Terms, other than a breach of a Purchaser Warranty, or any breach of all applicable laws, reduced to the extent of the Loss in respect of the Claim was caused by the negligent act or omission of us or our Personnel.

Limitation of liability

1. Limitation of liability

In the absence of a material breach of these NFT Terms by us or the gross negligence, fraud or wilful misconduct by us when providing NFTs to you under these NFT Terms, we will not be liable to you on account of anything done, omitted or suffered by us acting in good faith

when providing NFTs to you pursuant to these NFT Terms, including in respect of a Force Majeure Event.

2. Third party services

Subject to clause 8.1, we will not be liable for the performance, errors or omissions of unaffiliated, nationally or regionally recognised third parties or decentralised networks such as, by way of example and not limitation: blockchain networks (whether private/permissioned or public), courier companies, national postal services and other delivery, telecommunications and other companies not under our reasonable control, and third parties not under our reasonable control providing services to the blockchain industry generally, such as, by way of example and not limitation, companies and other entities providing processing and payment or transaction services (including “Layer 2” or similar “roll-up” or optimisation services), banking partners, custody services, market making services and/or third party pricing services and decentralised blockchain networks such as, by way of example and not limitation, the blockchain(s) upon which any NFT depends or forks of those blockchain(s).

3. Compliance with laws – No monitoring responsibilities

1. We will have no liability or responsibility for your compliance with laws or regulations governing the transfer and use of NFTs. Further, you are solely responsible for compliance with all applicable requirements of any laws, rules, and regulations of governmental authorities in Your Jurisdiction.
2. You further acknowledge that neither we nor any of our Personnel is, and will not be, by virtue of providing NFTs to you, an advisor or fiduciary to you.

4. No liability for consequential loss

Neither party will be liable to the other for any Loss or Claim in the nature of consequential or indirect loss, including without limitation loss of profits, loss of chance, loss of expectations, or loss or opportunity.

5. Liability Cap

Our total liability to you under any circumstances is limited to the amount for which an NFT was originally sold by us to you and we shall not be liable for any amount above that sum.

## Tax

1. The Purchase Price for any transaction will be considered to be inclusive of any applicable Sales Tax.
2. If any additional Sales Tax is applicable by virtue of any law under Your Jurisdiction, you agree to pay such amount as is payable on behalf of us, and inform us of that payment forthwith.
3. Any reference to a cost or expense incurred by a party in these NFT Terms excludes any amount of Sales Tax forming part of the relevant

cost or expense when incurred by the party for which the party can claim an input tax credit.

4. Each party is solely responsible for any taxation which arises as a result of dealing in the NFTs, including capital gains or income tax and no party shall have a Claim for any Loss against the other in respect of any taxation amounts how so ever arising.

#### Notices

1. Unless a provision of these NFT Terms expressly state otherwise, a notice, consent, approval, waiver or other communication (notice) in connection with these NFT Terms must be in writing and in English and sent to, in the case of us, our nominated email, of in the case of you, to your nominated email or published on the Website with public access to such notice.
2. Any notice will be deemed to be received within 24 hours of sending the electronic message (unless a rejection message is received) or publication online.
3. A party must immediately notify the other party in writing of any changes to its contact details.

#### Disputes

1. Proceedings suspended  
You must not begin legal proceedings in connection with a dispute arising out of or in connection with these NFT Terms unless the steps in this clause 11 have been followed. However, this limitation does not apply:
  1. to a party who wants to apply for equitable relief or urgent interlocutory relief; or
  2. to a party who attempts in good faith to comply with clauses 11.2, 11.3 and 11.4 but cannot do so because the other party does not comply with those clauses.
2. Notice of dispute  
If a dispute arises out of or in connection with these NFT Terms (including the validity, breach or termination of it), a party may notify the other party to the dispute. The notice must specify the dispute and indicate that the notifying party wants the dispute to be referred to mediation.
3. Commencement of mediation
  1. If the dispute is not resolved within 10 Business Days after a notice under clause 11.2 has been served (Notice Period), the dispute is by this clause 11.3 submitted to mediation.
  2. The mediation must be conducted in New South Wales, Australia in accordance with the mediation guidelines / rules of the Resolution Institute, save any process in these NFT Terms



which is inconsistent with those guidelines or rules will take precedence to the extent of any inconsistency.

3. If the parties have not agreed on the mediator and the mediator's remuneration within 5 Business Days after the end of the Notice Period:
  1. the mediator is the person appointed by; and
  2. the remuneration of the mediator is the amount or rate determined by,
4. the President of the Law Society of New South Wales or the President's nominee, acting on the request of any party.
4. If dispute not resolved  
If the dispute is not resolved within 1 month after the appointment of the mediator, you may take legal proceedings in connection with the dispute
5. Confidentiality  
Each party must keep confidential, all information relating to the subject matter of a dispute as disclosed during or for the purposes of dispute resolution under this clause 11, unless that party is compelled by an regulatory or government authority, court or tribunal to disclose that information.

#### General

1. Governing law and jurisdiction  
These NFT Terms are governed by the laws of New South Wales and Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales and the New South Wales division of the Federal Court of Australia and the courts of appeal from them.
2. Amendment  
We reserve the right to amend these NFT Terms from time to time in our absolute discretion. Amendments will be effective as soon as such changes are notified to you in writing from time to time.
3. Precedence  
Where there is inconsistency between these NFT Terms and other content displayed as part of the Platform concerning the sale of NFTs, the content of these NFT Terms will prevail to the extent of any inconsistency
4. Force Majeure  
We will not be liable for any delay or failure to perform our obligations under these NFT Terms if such delay is due to any circumstances beyond our reasonable control (including but not limited to epidemics, pandemics, blockchain congestion or attacks, Government sanctions or orders, whether known or unknown at the time the parties enter into these NFT Terms) (Force Majeure Event).

5. Waiver

A provision of these NFT Terms or a right created under it may not be waived except in writing signed by the party granting the waiver.

6. Exercise of a right

A party may exercise a right at its discretion and separately or together with another right. If a party exercises a single right or only partially exercises a right, then that party may still exercise that right or any other right later. If a party fails to exercise a right or delays in exercising a right, then that party may still exercise that right later.

7. Remedies cumulative

The rights and remedies provided in these NFT Terms are cumulative with and not exclusive of the rights and remedies provided by law independently of these NFT Terms.

8. No merger

The rights and obligations of the parties (including under the warranties) will not merge on completion of any transaction under these NFT Terms. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.

9. Assignment

1. These NFT Terms are for the benefit of the parties and their successors and assigns. The parties and their successors and assigns are bound by these NFT Terms.
2. To the extent that any party purchases an NFT from you, they are deemed to have taken an assignment of these NFT Terms as published at the time of the purchase and you must provide that party with a link or copy of these NFT Terms.
3. We may assign our rights under these NFT Terms without your consent, including at any time.

10. Severance

If any provision of these NFT Terms are void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of these NFT Terms nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.

11. Entire agreement

1. These NFT Terms constitute the entire agreement of the parties in respect of the subject matter of these NFT Terms and supersedes all prior discussions, representations, undertakings and agreements.

2. None of our agents or representatives are authorised to make any representations, conditions or agreements not expressed by us in writing nor are we bound by any such statements.

12. Further assurances

Each party must, at its own expense, do everything reasonably necessary to give effect to these NFT Terms and the transactions contemplated by it, including but not limited to the execution of documents.

13. Relationship

Nothing in these NFT Terms constitutes the parties as partners or agents of the other and no party has any authority to bind the other legally or equitably save as expressly stated in these NFT Terms.

14. Knowledge

In these NFT Terms, a reference to the awareness or knowledge by you is a reference to the actual knowledge, information and belief you have as at the date of any transaction taking place pursuant to these NFT Terms.

15. Costs

Each party must pay its own fees, costs and expenses incurred by it incident to or in connection with the negotiation, preparation, execution, delivery and completion of these NFT Terms and the transactions contemplated by these NFT Terms including without limitation its own legal, accounting and corporate advisory fees.

## Definitions

In these NFT Terms:

Art means any art, design, wording and drawings (in any form or media, including, without limitation, video or photographs) that are associated with an NFT that you Own;

Business Day means any day except a Saturday or a Sunday or other public holiday in New South Wales, Australia;

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, however arising whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to these NFT Terms and where and to the extent the context permits, includes all associated Loss;

Corporations Act means the Corporations Act 2001 (Cth);

Digital Currency means a cryptographically secured virtual currency or virtual asset which we identify as an acceptable means of payment or transacting

with us;

Digital Wallet means the applicable “Metamask” location, public key or wallet address, account or storage device which we choose to support for the delivery of the NFTs provided by us;

Insolvency Event means the happening of any of the following events in relation to a body corporate:

1. the body corporate becomes an externally-administered body corporate;
2. a person is appointed a controller (as defined in section 9 of the Corporations Act), administrator, receiver, provisional liquidator, trustee for creditors in bankruptcy or an analogous appointment is made in respect of the body corporate;
3. in Australia, the body corporate is taken to have failed to comply with a statutory demand within the meaning of section 459F of the Corporations Act;
4. the body corporate suspends payment of its debts, or enters, or takes any step towards entering, a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
5. a secured creditor of the body corporate enforces its security in relation to its debt for an amount in excess of \$50,000; or
6. the body corporate is, or its directors state that it is, unable to pay its debts as and when they become due and payable;

Intellectual Property Rights means any and all present and future intellectual property rights, conferred by statute, at common law or in equity and wherever existing, including:

1. patents, inventions, discoveries, designs, copyright, moral rights, trade marks, service marks, trade names, brand names, business names, product names, domain names or rights in designs, art, images, drawings, know how, product names, trading styles, get-up, processes, methodologies, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
2. any application or right to apply for registration of any of these rights or other rights of a similar nature arising or capable of arising under statute or at common law anywhere in the world;
3. other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation 1967;
4. any registration of any of those rights or any registration of any application referred to in paragraph (b); and
5. all renewals and extensions of these rights;

Loss includes any loss, damage, cost, charge, liability or expense (including legal costs and expenses);

Own means, with respect to an NFT, any NFT we have issued, that you have purchased or otherwise rightfully acquired from a legitimate source, where proof of ownership is recorded on a blockchain system and you control the private key associated with a Digital Wallet to which the NFT is associated or located;

Personnel means any employee, contractor, subcontractor, agent, partner, shareholder, ultimate beneficial owner, director or officer of a party;

Platform means the Alive Network platform;

Privacy Policy means the privacy policy on the Website as may be varied from time to time;

Purchase Price means the amount advertised for the purchase (or pre-purchase) of any NFT or bundle containing an NFT, which may be denominated in a Digital Currency;

Purchaser Warranties means the warranties set out in clause 6.2.

Sales Tax means any form of value added tax including GST as defined in section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or other similar sales tax;

Third Party IP means any third party Intellectual Property Rights;

Website means <https://mome.io> and/or any other website we may operate from time to time;

Website Terms means the terms and conditions on the Website as may be varied from time to time; and

Your Jurisdiction means the country or state where you are ordinarily resident or from which you enter into any agreement with us.

#### Interpretation

The following rules of interpretation apply in these NFT Terms unless the context requires otherwise:

1. singular includes plural and plural includes singular;
2. reference to legislation includes any amendments to it, any legislation substituted for it, and any statutory instruments issued under it and in force;

3. reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;
4. reference to a thing (including a right) includes a part of that thing;
5. reference to a party includes that party's personal representatives, successors and permitted assigns;
6. references to time mean that time in New South Wales, Australia;
7. if a party comprises two or more persons:
  1. reference to a party means each of the persons individually and any two or more of them jointly;
  2. a promise by that party binds each of them individually and all of them jointly;
  3. a right given to that party is given to each of them individually;
  4. a representation, warranty or undertaking by that party is made by each of them individually;
8. headings do not affect interpretation;
9. another grammatical form of a defined expression has a corresponding meaning;
10. a provision must not be construed against a party only because that party put the provision forward; and
11. a provision must be read down to the extent necessary to be valid; if it cannot be read down to that extent, it must be severed.

## **ANNEXURE**

### Summary of Licence

- You have complete freedom to use the Art and NFT for commercial and personal use including to make sales of derivative works, for so long as you own the NFT.
- To protect our community and the value of our collection, the licence has some limitations, specifically on the use of our NFTs in connection with damaging behaviour, for example hate crimes or racism, and we retain the underlying copyright to enable us to enforce this.

#### Licence in NFTs

1. We, Alive Network Pty Ltd (ACN 652 167 569) (Alive Network, us, we) grant, to the party who Owns an NFT we have issued (Licensee, you), for the time that party Owns the NFT, a worldwide, non-exclusive, royalty-free licence in respect of the Art associated with the NFT purchase (Licence).
2. Subject to clause 3 of this Licence, the Licence is assignable, transferrable and revocable to use, copy, display, and enjoy the Art associated with the NFT you Own:

1. for your own personal, and limited commercial use pursuant to clause 2 of this Licence; or
  2. as part of a Marketplace or online gallery that permits the sale or transfer of the NFT you Own.
3. Upon the sale of any NFT you Own, the Licence transfers to the purchaser who then Owns the NFT and the ownership of that NFT will be subject to and conditional upon compliance with the terms and conditions set out in this Licence. For the avoidance of doubt, the transfer of the Licence does not constitute commercial use for the purposes of clause 1.2.
4. With immediate effect upon your sale of the NFT you Own, your rights under the Licence pursuant to clauses 1.1 and 1.2 shall cease to apply and will no longer be in force and effect.
5. Except as expressly stated in this Licence, nothing in this Licence is intended to, or shall operate to, give you ownership of any Intellectual Property Rights in, or other rights in respect of the Art.
6. The NFT may not be used in any way which would:
  1. use the Art in connection with images depicting hatred, violence, intolerance, cruelty, or other inappropriate behaviour that could be reasonably considered to bring the owner of the Art into disrepute, or that could be reasonably considered to infringe on the rights of others; or
  2. seek to trademark or acquire Intellectual Property Rights in the Art; or take, appropriate, or represent any ownership in the Art; or
  3. involve the issue of an NFT which claims an association with the Art or which purports to be an NFT of the Art; or
  4. assert any right to or over the Art in any manner inconsistent with the rights under this Licence; or
  5. take any action which would or might invalidate, challenge, oppose, infringe, or otherwise put in dispute the owner's title to the Art; or
  6. be reasonably seen to disparage the Intellectual Property Rights of the owner; or
  7. cause, permit, or assist any other person directly or indirectly to do any of the above acts.
7. You understand and agree that if the Art associated with the NFT you Own may contain Third Party IP, that:
  1. you will not have the right to use such Third Party IP in any way except as incorporated in the Art, and subject to this Licence;
  2. depending on the nature of the licence granted from the owner of the Third Party IP, we may need to, subject to our discretion, place additional restrictions on the Licence; and

3. to the extent that we inform you in writing of additional restrictions under clause 1.7(b) of this Licence, you will be responsible for complying with all such restrictions from the date that you receive such written notice, and that failure to do so will be deemed a breach of this Licence.
8. For the avoidance of any doubt:
  1. the restrictions on the Licence survive termination or assignment transfer of this Licence;
  2. this Licence is limited to the time you Own the NFT and upon your sale of the NFT to another party the Licence is assigned to the purchaser of the NFT and your rights under the Licence cease to have any effect, and you must draw to the other party's attention the contents of this Licence prior to your sale of the NFT; and
  3. the sale of your NFT does not constitute a “commercial use” of your NFT for the purposes of this Licence.

#### Commercial and derivative rights

1. You acknowledge that the NFT you Own contains individual layered files and traits that are owned by us.
2. The NFT you Own may only be used for commercial purposes in its entirety as a whole, or as a basis for derivative works which are substantially altered from the original NFT and Art, but the NFT and Art may not be used to:
  1. create merchandise using the NFT, once you no longer Own that NFT; or
  2. create, sell or promote Counterfeit NFTs or associated collections.
3. The Owner of commercial products or derivative works created using the Art from an NFT in accordance with this Licence shall not be liable to pay any Revenue Share on transfer of those goods. Any derivative works created in accordance with the terms of this Licence will be deemed to be sub-licensed under the terms of this Licence and subject to the terms of this Licence (other than any obligation to pay Revenue Share).
4. For the avoidance of doubt, the individual layered files, traits and Art of the NFT you Own may not be used individually, separately or in combination of each other, other than as provided above, for commercial or any other purpose.

#### Permissible transfers of the NFT you Own

1. You and any future owner of the NFT you Own have a limited right to transfer the NFT you Own (Secondary Sale), provided that:
  1. the transferee accepts all of the terms of this Licence and the current NFT Terms;



2. prior to the transfer, you have not breached this Licence or the current NFT Terms; and
  3. we will be paid the Revenue Share percentage of the gross amounts paid by such party to the Secondary Sale.
2. For the avoidance of doubt, the additional fees under clause 3.1(c) of this Licence do not include, and are not intended to cover, any additional fees imposed or required by the platform through which any Secondary Sale is being conducted.

#### Termination

1. In the event that the Owner of an NFT breaches the terms of this Licence, then we may terminate the Licence without notice and may take further steps including publishing the termination of the Licence and/or taking steps to seek to block the Art or the listing of an NFT subject to termination from any third party sites. Upon Termination any right to use the Art associated with an NFT which is Owned immediately ceases.

#### Definitions

In this Licence:

Art means any art, design, wording and drawings (in any form or media, including, without limitation, video or photographs) that are associated with an NFT that you Own;

Counterfeit NFT means an NFT that contains art that is identical or substantially indistinguishable from the NFT you Own, including:

1. an NFT described as a knock-off, replica, imitation, clone, faux, fake, mirror image, or similar term used to described an NFT; or
2. an NFT that mimics the layers, features or traits of the NFT you Own,
3. in an attempt to pass it off as a genuine creation by us;
- 4.

Digital Wallet means the applicable "Metamask" location, public key or wallet address, account or storage device which we choose to support for the delivery of the NFTs provided by us;

Intellectual Property Rights means any and all present and future intellectual property rights, conferred by statute, at common law or in equity and wherever existing, including:

1. patents, inventions, discoveries, designs, copyright, moral rights, trade marks, service marks, trade names, brand names, business names, product names, domain names or rights in designs, art, images, drawings, know how, product names, trading styles, get-up, processes, methodologies, trade secrets and any other rights subsisting in the

results of intellectual effort in any field, whether or not registered or capable of registration;

2. any application or right to apply for registration of any of these rights or other rights of a similar nature arising or capable of arising under statute or at common law anywhere in the world;
3. other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation 1967;
4. any registration of any of those rights or any registration of any application referred to in paragraph (b); and
5. all renewals and extensions of these rights;

Marketplace means a software platform or software (including a Blockchain digital wallet) which permits the transfer, purchase or sale of an NFT, provided that the Marketplace at all times cryptographically verifies the NFT owner's right to Own the NFT;

Own means, with respect to an NFT, any NFT we have issued, that you have purchased or otherwise rightfully acquired from a legitimate source, where proof of ownership is recorded on a blockchain system and you control the private key associated with a Digital Wallet to which the NFT is associated or located;

Revenue Share means 0%;

Third Party IP means any third party Intellectual Property Rights; and Website means <https://mome.io> and/or any other website we may operate from time to time.