

OLI POD GENESIS COLLECTION LICENSE AGREEMENT
Version June 2022/v1

1. DEFINITIONS

“**Artwork**” means any digital creation, artwork, designs, illustrations, drawings and any elements thereof which constitute the Artwork comprised in the NFT.

“**Components**” means an individual and combined elements of the NFT such as images, trademarks, logo’s, designs, music, audio.

“**Intellectual Property Rights**” means all present and future intellectual property rights which can be exercised at any time including but not limited to copyrights, neighbouring rights, moral rights, portrait rights, trademarks, tradenames in the Territory vested in an NFT released by the Licensor.

“**Licensor**” shall mean the company Koality Art B.V. based in The Netherlands, who created the NFT and released the NFT to the public and is the sole owner of all rights including but not limited to Intellectual Property Rights vested in or related to the NFT.

“**Marketplace**” shall mean the marketplace through which You purchased an NFT.

“**NFT**” shall mean any nonfungible token tracked, traded and issued on the blockchain.

“**Resale**” means the sale of the NFT by the first owner to a subsequent buyer through a secondary marketplace.

“**Us/We**” shall mean Koality Art B.V.

“**You/Your**” means an individual and/ or company who purchased an NFT.

2. OBJECT

This agreement governs the relationship between Koality Art and the purchaser of the NFT in addition to the terms and conditions applicable to the Marketplace. The terms and conditions in this agreement apply to your purchase of the NFT and the underlying intellectual property rights on the Artworks.

This agreement is effective from the date of purchase or acquisition of the NFT and shall remain into force as long as it is attached to the NFT. You understand this agreement is legally binding. By obtaining the NFT in any way whatsoever, You acknowledge having read, accepted and agreed to fully comply with this agreement.

You are purchasing the NFT “as is” and without any warranties as to the value, merchantability or any other warranties whether expressed or implied.

Licensor may revise this agreement from time to time and will publish amended versions on the website www.oliverheldens.com. The latest published version will apply.

3. USER LICENSE

1. The ownership of the Artwork and the underlying Intellectual Property Rights in the purchased NFT remains fully with the Licensor.
2. By purchasing the NFT, You are hereby granted a limited worldwide, non-exclusive, non-transferable, royalty-free license for the duration in which the purchased NFT is (legally) in your possession to use, and display the Artwork that underlies the purchased NFTs for personal non-commercial use or resale on the secondary market. As soon as You resell the NFT, Your license immediately ends and the license of the subsequent purchases comes into effect. Koality Art reserves the right to revoke your license in case of breach of any contractual obligation, guarantee, warranty or representation on your behalf.
3. You are strictly prohibited to copy, change, alter, modify, rip, adapt, transform, reproduce, publish, make derivatives of the Artwork and/or its Components of the NFT. It is not allowed to affix or remove any trademarks, logos or text to the Artwork and/or the Components of the NFT.
4. In the event of a Resale, Licensor is also entitled to a compensation in accordance with the percentage of commission determined by the Marketplace on which such Resale is completed.

4. INDEMNIFICATION

1. You agree to fully indemnify and fully hold harmless Licensor, its affiliates and their respective directors, officers, employees and agents, representatives form and against any and all claims, fines, losses, liabilities, penalties and other expenses, including attorney's fees, arising out of the use or misuse of the NFT, infringement of Licensor's Intellectual Property Rights, infringement of third-party's rights including but not limited to Intellectual Property Rights, unlawful acts, in connection with this Agreement, reserving Licensor the right to request compensation for damages and to take legal action. This indemnity agreement will survive termination of the Agreement.

5. LIMITATION OF LIABILITY

1. You are solely responsible for adequately securing your devices or systems and protect yourself from fraud, damages, hacking, harmful computer programs, phishing or other destructive content or actions which may result in the loss of your purchased NFT. Licensor is not responsible for any damages or losses incurred by You. In no event shall the aggregate liability of Licensor for any loss or damage arising from or in connection with this Agreement exceed EUR 250,- (EUR two hundred and fifty). The limitations of this subsection shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and even if a remedy set forth herein is found to have failed of its essential purpose. These limitations of liability also extend to any legal representative, employee or agent of Licensor and will survive termination of the Agreement.
2. The Marketplace is solely responsible and liable for the use of your personal data in connection with the sale, purchase and promotion of the NFT and/or the security of their Marketplace. Licensor will be in no event liable for any actions, omissions, negligence or non-compliance with the applicable laws, regulations, directives, norms by the Marketplace.
3. Licensor makes no representation or warranties in respect of the NFT and expressly excludes all other warranties, expressed or implied, oral or written, including, without limitation, any implied warranties of merchantable quality or fitness for a particular purpose.

6. USE OF THE LICENSOR'S AND OLIVER HELDENS TRADEMARKS

1. Solely in connection with the Resale of the NFT, you are allowed to use the denomination 'Oliver Heldens' to indicate you are selling such NFT. The use shall not in any way disparage, damage or adversely impact the Licensor or Oliver Heldens' good name and reputation. In any case, you will not use Licensor's and/or Oliver Heldens' trademarks in such a way to suggest an endorsement, recommendation, or connection otherwise between yourself and the Licensor and/or Oliver Heldens.

7. MISCELLANEOUS

1. If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.
2. In case of legal actions, You will grant Licensor Your full cooperation in connections with Licensor's rights including but not limited to its Intellectual Property Rights. At all times, Licensor will have the right to protect, defend and enforce its rights including but not limited to its Intellectual Property Rights through legal actions including but not limited to legal proceedings.
3. This Agreement shall be exclusively governed by and construed in accordance with Dutch law and any dispute arising out of this agreement or in connection with this Agreement, the interpretation and enforcement of thereof shall exclusively be submitted to the competent courts in Amsterdam the Netherlands, which court will apply Dutch law to the dispute. The choice of law and jurisdiction is governed by Dutch law.
