

“CAN’T BE EVIL” NFT LICENSE

CC0 (“CBE-PUBLIC”)

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”) or by using, distributing, reproducing, displaying, performing, modifying, or creating derivative works of any associated artwork, images, video, content or other works of authorship linked to a specific Project NFT which was developed by Creator (the “NFT Media”), 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 NFT Media are only as outlined below.

1. APPLICATION OF CC0

- 1.1 Applying CC0 to NFT Media. Creator hereby makes all NFT Media linked to a Project NFT freely available for use by the public under the terms of the Creative Commons CC0 1.0 Universal, a copy of which is available here – <https://creativecommons.org/publicdomain/zero/1.0/legalcode> (“CC0 Agreement”).
- 1.2 Restrictions. 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**”).
- 1.3 Template Provider Disclaimers. 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 as well as the CC0 Agreement developed by Creative Commons which is subject to the terms at www.creativecommons.org/terms, 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. ADDITIONAL PROVISIONS

- 2.1 Additional Features. 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.
- 2.2 Miscellaneous. These Terms and the Creative Commons CC0 1.0 Universal agreement constitutes the entire and exclusive understanding and agreement between the 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 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. 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.