



MINTangible®

DIGIMONKZ COLLECTIBLE TOKEN LICENSE TERMS

This agreement incorporates the attached license terms and conditions which together with the information on this page constitute the full license agreement.

Licensor Name	DigiMonkz, LLC
Licensor Account	0x3b88d3ee6a49a25a82f7b226f8728a4de10cc583
Blockchain	Ethereum Mainnet
Declaration Date	2024-03-22T15:06:18.000Z

DIGIMONKZ COLLECTIBLE TOKEN LICENSE TERMS

THIS AGREEMENT, AND THE TERMS AND CONDITIONS HEREIN, HAS BEEN DECLARED BY DIGIMONKZ, LLC (“LICENSOR” OR “WE” OR “US”), USING A MINTANGIBLE DECLARATION SERVICE, TO BE AN INTEGRAL, NON-NEGOTIABLE PART OF THE BLOCKCHAIN TOKEN AND ALL EDITIONS ISSUED UNDER SUCH TOKEN (EACH A “PROJECT TOKEN”) IT IS ASSOCIATED WITH.

By accepting ownership of the Project Token, you agree to all the terms and conditions contained in this agreement (the “Terms”).

When you lawfully own a Project Token, you own all personal property rights to such Project Token itself. However, you do not own any rights to the associated digital artwork, images, video, content or other digital works of authorship linked to your specific Project Token (“Token Media”) except as specifically granted below and subject to the Terms.

1. PAYMENTS. Each of the following, to the extent they create payment obligations owed to Licensor or parties designated by Licensor shall be defined as “Payment” in these Terms.

1.1 Royalties for Project Token Transfers. If Licensor established a royalty payment structure or mechanism by setting, specifying or otherwise prescribing any payment of a royalty anywhere in the smart contract (such as in its code or metadata) that minted the Project Token (“Project Token Smart Contract”), the payment of these royalties is obligatory upon you. By default, unless otherwise stated in the Project Token Smart Contract, these royalty payments are due upon every subsequent transfer of the Project Token. You acknowledge this obligation and agree to remit payment immediately upon your transfer of the Project Token to another wallet. If you receive a Project Token and the transferor did not fulfill the royalty obligation as part of the transfer transaction, you agree to immediately pay the required royalties to the wallets addresses that are designated to receive such payments in the Project Token Smart Contract. Nothing in this provision relieves any transferor of the NFT from its obligation to pay any such royalties.

1.2 License Fees for Token Media. Licensor declares and confirms that no license fees are due for the authorized uses of the Token Media as expressly permitted in Section 2. Notwithstanding the preceding sentence, this does not prevent the Licensor from engaging in separate licensing transactions concerning the Token Media independent of the Project Token rights under these Terms.

1.3 Smart Contract Enforcement. You agree that any Payments may be transferred, processed, or initiated directly through the Project Token Smart Contract, one or more of any smart contracts associated with the Project Token, or any platform or service enabling a transfer of the Project Token or managing royalties for the NFT or any Token Media. If any Payment owed to the Licensor or another third party becomes due and, for any reason including but not limited to limitations of the smart contracts or decisions by marketplace platforms or other relevant parties, such Payments are not transferred to the Licensor or any other third party owed

wallet, you agree to promptly transfer such due Payments to the Licensor and/or third party wallet addresses as indicated in the relevant smart contracts or these Terms.

2. TOKEN MEDIA LICENSE GRANT

2.1 Token Media License- Personal Use Only. Subject to your compliance with these Terms and only for as long as you lawfully own a Project Token, Licensor grants you a limited, worldwide, non-exclusive, non-transferable, non-sublicensable, license to display and use for personal, non-commercial use only, the Token Media linked to your Project Token in its minting smart contract and only as strictly permitted as follows:

- A. You may copy and display for use anywhere online such as on websites, blogs, social media profiles and similar platforms.
- B. You may copy and display no more than 10 copies for use offline in any place in the real world where the Token Media can be displayed on a physical, tangible medium including a physical museum or at a gallery for noncommercial purposes.
- C. Notwithstanding anything to the contrary, you shall not use for any commercial or business purpose and you shall not alter, modify, adapt, translate, or create derivative works of any Token Media.
- D. You acknowledge that your license rights are non-exclusive, and that Licensor retains rights to use, license, create its own derivatives, commercialize, and otherwise freely exploit the Token Media.
- E. The token can only be stored in your wallet, sold, or transferred based on Section 1. Failure to adhere to this stipulation can result in legal action.

2.2 No Rights to Trademarks. Notwithstanding any provision herein, you are strictly prohibited from using the Token Media as a trademark for any purpose. Nothing in these Terms is meant to grant you any rights to any logos, trademarks, service marks, and trade dress associated with Licensor or the Project Tokens (“Project Trademarks”). Unless you have our prior written approval, you may not use any Project Trademarks for any use that would require a license from us, including to register any domain names or social media accounts using any Project Trademarks or to advertise or promote any other products or services.

2.3 Transfer. The licenses granted in these Terms are non-transferrable, except that if you lawfully transfer ownership of your Project Token, the license grants to you in the Token Media shall terminate upon the effective date of such transfer, and such licenses will be irrevocably assigned to the new owner of the Project Token associated with such Token Media. As a condition to sales, transfers or similar transactions of the Project Tokens, the transferee agrees upon the acquisition of the Project Token that (a) the transferee is not a Restricted Party and (b) the transferee accepts these Terms. Because virtually all public blockchains are licensed under open-source licenses, it is possible that the blockchain may fork, merge, or duplicate the

original blockchain that initially recorded ownership of your Project Token. In such case, any rights granted under these Terms to owners of any Project Token will only be granted to the lawful owners of such Project Token whose ownership is recorded on the mainnet version of the blockchain that is generally recognized and predominantly supported in the blockchain industry as the legitimate successor of the original blockchain (as determined in our sole discretion).

2.4 Third Party Content. The Licensor hereby represents and warrants to you that (1) all the copyrights in the Token Media are owned by Licensor; (2) Licensor has obtained full license rights from content owners ("Third Party Content") consistent with the licenses under this Agreement and/or (3) the Licensor has supplemented these Terms with an additional license that governs your right to use such Third-Party Content.

2.5 Restrictions. If a Project Token is fractionalized into smaller ownership interests (which may be represented by other tokens), the owners or holders of such fractionalized interest rights shall not be granted any license rights granted to you under this Agreement, provided that nothing in this Agreement shall preclude Licensor from separately granting permissions or license rights to owners or holders of fractionalized interests. In order to purchase the Project Token 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").

2.6 Bad Actor Provision. Notwithstanding any provision herein, if you acquired the Project Token through theft, fraudulent or deceptive means, or otherwise through a breach of a third party's rights, you shall have no rights whatsoever to any display or use of the Token Media in any way and any display or use of the Token Media shall constitute willful copyright and intellectual property infringement.

2.7 No Hate Provision. Notwithstanding any of the above, you may not use the Token Media in any way that constitutes unlawful, defamatory, harassing, abusive, fraudulent, racist, hateful, vulgar, cruel, illegal or obscene, or that promotes any such activity, as determined in Licensor's sole discretion, it being understood that Licensor may designate another entity such as a decentralized autonomous organization ("DAO") or committee of a DAO to make this determination in Licensor's place, in which case Licensor will be bound by that other entity's decision.

2.8 Exclusion of Physical Works. For the avoidance of doubt, the rights granted in Section 2.1 to Token Media do not apply to any physical works, including but not limited to paintings, sculptures, prints, or other tangible forms of artistic expression ("Physical Works").

Any copyright, trademark, or other intellectual property rights related to Physical Works remain exclusively with Licensor.

2.9 Membership Access. For as long as you own the Project Token, you have personal LIFETIME ACCESS to the Digimonkz Mastermind community membership - details are on the Digimonkz website. Upon transfer of the Project Token, this membership, and all associated rights and privileges, shall be automatically transferred. Ownership of the Project Token is the sole determinant of membership status other than a more traditional monthly or yearly payment plan.

3. DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

3.1 Disclaimers. YOUR ACCESS TO AND USE OF THE PROJECT TOKEN AND TOKEN MEDIA IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ITS PARENTS, AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS AND EQUITY HOLDERS (THE “**LICENSOR ENTITIES**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT IN THE PROJECT TOKENS AND TOKEN MEDIA. THE LICENSOR ENTITIES MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR: (A) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, ORIGINALITY, SECURITY OR RELIABILITY OF THE PROJECT TOKENS AND TOKEN MEDIA; (B) THE OPERATION OR COMPATIBILITY WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM, DEVICE, BLOCKCHAIN, DIGITAL WALLET, HARDWARE OR MARKETPLACE; AND (C) WHETHER THE PROJECT TOKENS AND TOKEN MEDIA WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE OR ERROR-FREE BASIS; AND (D) THE DELETION OF, OR THE FAILURE TO STORE OR TRANSMIT THE PROJECT TOKENS AND TOKEN MEDIA. THE PROJECT TOKENS AND TOKEN MEDIA ARE INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY.

3.2 Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE LICENSOR ENTITIES BE LIABLE (A) FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PROJECT TOKEN OR THE TOKEN MEDIA), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE PROJECT TOKENS AND TOKEN MEDIA OR THESE TERMS AND WHETHER IN CONTRACT, PRODUCT LIABILITY OR TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF THE LICENSOR ENTITIES

HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE PROJECT TOKENS AND TOKEN MEDIA. THE MAXIMUM AGGREGATE LIABILITY OF THE LICENSOR ENTITIES FOR ALL DAMAGES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (I) \$1,000 OR (II) THE AMOUNT YOU PAID FOR YOUR PROJECT TOKEN. SOME JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

3.3 Assumption of Risk. THE VALUE OF THE PROJECT TOKENS IS SUBJECTIVE, HAVE NO INHERENT VALUE AND THEREFOR CAN BE VOLATILE. YOU AGREE TO ASSUME ALL RISK ASSOCIATED WITH THE USE AND VALUE OF THE PROJECT TOKEN AND TOKEN MEDIA.

3.4 Fundamental Elements. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE LICENSOR ENTITIES AND YOU.

3.5 Template Provider Disclaimers. You and Licensor each agree and acknowledge and agree that (i) these terms are based on a general template with many terms provided for public use, (ii) it is your responsibility to determine whether to use these terms and to seek legal advice, if needed, (iii) 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, (iv) 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 Licensor, and (v) these terms might not reflect all current updates to the law or applicable interpretive guidance.

3.6 Indemnification. By entering into these Terms and accessing or using the Project Tokens or Token Media, you agree that you shall defend, indemnify and hold the Licensor Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Licensor Entities arising out of or in connection with: (i) your violation or breach of any term of these Terms or any applicable law or regulation; (ii) your violation of any rights of any third party; (iii) your access to or use of the Project Token or Token Media; or (iv) any fraud, negligence or willful misconduct committed by you. For these limited purposes, the Licensor Entities (other than the Licensor) are third party beneficiaries of the Terms.

4. ADDITIONAL PROVISIONS

4.1 Additional Features. Licensor may choose to make additional features, access, content, items, or other benefits available to owners of Project Tokens (“Additional Features”). Licensor has no duty or obligation to provide you with any Additional Features, and you should not expect any Additional Features when acquiring a Project Token. Additional Features may be subject to additional terms and conditions, which may be presented to you at the time they are made available.

4.2 Termination of License. If you materially breach any of the provisions of these Terms, Licensor may terminate all the licenses granted to you under these Terms. Licensor will use commercially reasonable efforts to provide you with notice of such termination, though for the avoidance of doubt your licenses shall terminate regardless of whether such notice is received. Upon the termination of your licenses, you shall cease all use of the rights granted in Article 1 and shall cease all further use of the Token Media, and all sublicenses you have granted in the Token Media shall automatically terminate. The following sections shall survive the termination of these Terms and shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by Licensor or you: all provisions in Sections 2, 3 and 4. Termination will not limit any of Licensor’s other rights or remedies at law or in equity.

4.3 Miscellaneous. These Terms constitutes the entire and exclusive understanding and agreement between Licensor and you regarding the Project Token and Token Media and supersedes and replaces any and all prior oral or written understandings or agreements between Licensor and you regarding the Project Token and Token Media. In the case of any conflict between these Terms and any and all other oral or written statements regarding the Project Token, including but not limited to any documentation, description, or machine-readable comments or attributes related to the Project Token, these Terms shall govern. 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 and the licenses granted hereunder may be freely assigned by Licensor. 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.

4.4 Governing Law & Arbitration. You and Licensor shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with these Terms, including with respect to the formation, applicability, breach, termination, validity, or enforceability thereof (a “Dispute”). If the parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all parties, such Dispute shall be finally settled by Binding Arbitration (as defined below). Any Dispute not resolved within ninety (90) days shall be referred to and finally resolved by arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. If your claim is for U.S. \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by

an in-person hearing as established by the AAA Rules. If Your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in New York, New York, or if you request, the county (or parish) where You live, unless both Parties agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of this arbitration agreement. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on the parties (“Binding Arbitration”). The parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and Licensor will each pay their respective attorneys’ fees and expenses. 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 law’s provisions. Any dispute arising out of or related to these Terms is personal to you and Licensor and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and Licensor each agree that any claims may only be brought on an individual basis and not as a plaintiff or class member in any purported class or representative action or other proceeding in which a person attempts to resolve a dispute as a representative of another person or group of persons. Unless both you and Licensor agree otherwise, the arbitrator may not consolidate or join more than one person’s or party’s claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

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