

# DragonCapsule METAIP NFT LICENSE

Holder Community Rights Maximization with Creator Retention & Hate Speech Termination Terms  
("METAIP-COMMUNITY-MAXIMIZATION-NO-HATE")

DragonCapsule is a collection of 10,000 unique digital collectible characters represented by non-fungible tokens (such tokens, "DragonCapsule NFTs") minted by a smart contract deployed to the Ethereum blockchain at address **0x43a583b975a201d79c6be02d285dcd28f3d741d3** (the "DragonCapsule Smart Contract"). The DragonCapsule Smart Contract associates each DragonCapsule NFT with a piece of digital art displaying one of the DragonCapsule characters ("DragonCapsule Art").

These Terms (the "Terms") constitute a legally binding agreement between the creator or entity ("Creator", "we" or "YieldDAO") of the non-fungible token ("NFT") project and the lawful owner ("Owner" or "you") of the non-fungible token associated with the NFT project provided under this NFT License ("Project NFT"). The agreement delineates the rights and obligations of both parties in relation to the Project NFT and the linked NFT media.

When you lawfully own a Project NFT, you agree to the Terms, and 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 associated artwork, images, video, content, or other works of authorship linked to your specific Project NFT which was developed by Creator ("NFT Media") are only as outlined below.

## NOTICE REGARDING ARBITRATION AND CLASS ACTION WAIVER:

**BY ACCEPTING THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND CREATOR THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 10 (DISPUTE RESOLUTION) BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 10 WILL NOT APPLY TO YOU, BUT THE PROVISIONS OF SECTION 12 (GOVERNING LAW AND FORUM CHOICE) AND RELEVANT PROVISIONS OF APPLICABLE LAW WILL STILL APPLY.**

**YOU ALSO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS WIDE ARBITRATION.**

## 1. Ownership.

(a) You Own Your Project NFT. When you own a digital wallet that holds a Project NFT, as recorded by the Project NFT Smart Contract, you hold the exclusive right to hold, sell, transfer, and execute blockchain transactions involving that Project NFT ("Your Project NFT"). Except for the Project NFTs we own, Creator has no right or ability to seize, freeze, or otherwise modify the ownership of any Project NFT.

(b) We Own (but License to You) the IP in Your NFT Media. Creator owns all rights, title, and interest in and to the Project NFT Media including any and all copyrights, trademarks, and other intellectual property rights therein ("IP"). However, we grant you the License (defined below) to use the NFT Media associated with Your Project NFT ("Your NFT Media") for as long as you hold Your Project NFT.

(c) You Own the IP in Your Derivative Project NFTs. As between you and Creator, you own all rights, title and interest in and to any "derivative work," as defined by the United States Copyright Act, based upon Your NFT Media created during the License Term (defined below) ("Derivative Project NFT Work"); provided, however, that (i) we retain the copyright in the NFT Media underlying any Derivative Project NFT Work; (ii) your use of any Derivative Project NFT Work during and after the License Term is subject to these Terms; and (iii) your use of any Derivative Project NFT Work after the License Term may require a license from the current owner of the Project NFT.

(d) Utility. Owners may be offered utility, benefits, or entitlements (collectively, "Utility") from time to time, but these Terms do not confer any Utility except as granted by the License. Creator makes no assurances of any Utility. Any Utility may be subject to other terms and conditions. Creator will not be responsible in any manner for any

Utility offered by any third party.

## 2. License.

(a) Grant. Subject to your acceptance of, and compliance with, these Terms, upon lawfully acquiring Your Project NFT and, for so long as you hold Your Project NFT (both dates as recorded by the Project NFT Smart Contract) (the "**License Term**"), Creator grants to you an irrevocable, exclusive, universe-wide, royalty-free, sublicensable license to reproduce, distribute, prepare derivative works based upon, publicly display, publicly perform, transmit, and otherwise use and exploit, Your NFT Media ("License"). The License is intended to be broad, enabling you to make both commercial and non-commercial uses of Your NFT Media, in any and all media, whether existing now or invented later, subject only to the restrictions set forth below.

### (b) Restrictions and Reservations.

i. The License extends only to Your NFT Media—meaning, the complete selection and arrangement of all base layers, features, attributes, and other elements that comprise Your NFT Media. Thus, while the License allows you to create and exploit Derivative Project NFT Works, the License does not grant you rights in any individual element of Your NFT Media, or a license to exploit any individual element separate and apart from Your NFT Media. For example, the License allows you to create three-dimensional renditions of, and to add new clothing to, Your NFT Media, but does not allow you to extract individual features (e.g., hair, accessories) for use in a separate work.

ii. The License does not grant you any rights in or to Creator' (or any other) trade names, brands, trade dress, or trademarks, all of which are expressly reserved to Creator (collectively, "**Creator TM Rights**"). You hereby agree that any *Creator* TM Rights you purport to acquire, together with any associated goodwill, shall automatically, immediately, and at your expense be assigned to Creator. For the sake of clarity, the *Creator* TM Rights do not include Your NFT Media, in which you may acquire trademark rights through the exercise of your rights in accordance with, and subject to, these Terms and applicable law.

iii. Any application to register a trademark in Your NFT Media must occur during the License Term and be based solely upon the actual use of the NFT Media in commerce and solely for the goods or services in connection with which Your NFT Media has actually been used in commerce in the applicable jurisdiction as of the date of the application. Thus, you may not seek to register a trademark in Your NFT Media on an "intent to use" basis or where you otherwise have not used Your NFT Media in commerce.

iv. You may not use Your NFT Media in a manner that expresses hate or encourages violence towards a person or group based on membership in a protected class, such as race, religion, gender, orientation, or disability.

v. You may not use Your NFT Media in a manner that violates applicable law.

vi. All rights not expressly granted herein are reserved by us.

(c) License Back to Creator. You grant to Creator an irrevocable, perpetual, non-exclusive, universe-wide, royalty-free, sublicensable license to publicly display, use for commercial purposes, or otherwise use Your NFT Media alongside other NFT Media for the purpose of promoting or exhibiting the entire Project NFT collection and brand.

## 3. Enforcement.

(a) Copyright Notices. You may include the following copyright notice with Your NFT Media: "*Project Name* © *License Date* *Creator Name*" (the "**Creator Copyright Notice**"). Subject to your compliance with these Terms, you may include a copyright notice identifying you, or such other person you designate, as the copyright owner of any Derivative Project NFT Work created during the License Term, provided that you also include the Creator Copyright Notice.

(b) Copyright Registrations. Any application to obtain a copyright registration in Your NFT Media shall identify "*Creator*," as the copyright owner of the NFT Media. Any application to obtain a copyright registration in a Derivative Project NFT Work may identify you or such other person you designate as the copyright owner but shall identify Your NFT Media as a preexisting work upon which the Derivative Project NFT Work is based.

(c) Actions. To the extent applicable law authorizes you to bring a claim for infringement based upon the unauthorized use of Your Project NFT, you agree that: (i) any such claim shall be based solely upon the

unauthorized use of Your Project NFT, not other Project NFT—for example, on the ground that the other Project NFT is substantially similar to Your NFT Media; and (ii) Creator may, in its sole discretion, join and, unless it would materially prejudice your rights, elect to take over the control of the prosecution of, any such action.

(d) Disputes Among Owners. Creator has no obligation to support the resolution of, or resolve any, dispute that may arise between Project NFT owners.

#### 4. Transfers.

(a) No Decoupling. Except as expressly provided herein, ownership of a Project NFT and the License are not separable in any way. You may not engage in any transaction or activity that purports to decouple the License from Your Project NFT.

(b) Termination of License. Upon the transfer of Your Project NFT to a new Owner, as recorded by the Project NFT Smart Contract: (i) your License hereunder shall immediately and automatically terminate; (ii) you must discontinue any use of Your NFT Media as a trademark or other source identifier; and (iii) any trademark and corresponding registration obtained in connection with your exercise of the License shall be deemed abandoned unless duly transferred to the new Owner under a separately negotiated written agreement.

(c) Published Project NFT Works. If, during the License Term, you create and make available to the public a work using Your NFT Media (a “**Published Project NFT Work**”), you may, except as set forth in Section 4(b)(ii), continue to use and exploit that Published Project NFT Work in accordance with these Terms after the License Term; provided, however, that: (i) you will be responsible for any obligations or liabilities arising from your continued use of the Published Project NFT Work after the License Term; and (ii) this privilege does not allow you to use the NFT Media to create any new works or materials after the License Term. Thus, for example:

- A digital series featuring Your NFT Media that was released during the License Term may continue to run after the License Term, but any creation or distribution of any new episodes featuring the NFT Media would require a license from the new Owner.
- After the License Term, you may sell off existing (at the time of transfer) inventories of merchandise featuring Your NFT Media that were created and offered for sale during the License Term, but the creation or distribution of any new merchandise or inventory featuring the NFT Media would require a license from the new Owner.

#### 5. Owner’s Representations and Warranties.

Owner represents and warrants that Owner:

- (a) is over the age of majority and has the legal capacity to enter into these Terms.
- (b) will only use and interact with any Project NFT and NFT Media in accordance with these Terms.
- (c) will comply with all applicable law in the exercise of its rights and obligations under these Terms and will not violate any right of Creator, its licensors, or any right of any third party; and
- (d) is not, and will not, knowingly execute a transaction involving a Project NFT or NFT Media with any person who is, (i) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; or (ii) listed on any U.S. Government list of prohibited or restricted parties.

#### 6. Warranty Disclaimers.

(a) EACH PROJECT NFT AND NFT MEDIA IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, CREATTOR EXPLICITLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

(b) EACH PROJECT NFT IS AN INTANGIBLE DIGITAL ASSET THAT EXISTS ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE ETHEREUM BLOCKCHAIN. ANY TRANSFER OF OWNERSHIP THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM

BLOCKCHAIN, WHICH CREATOR DOES NOT CONTROL.

(c) CREATOR WILL NOT BE RESPONSIBLE OR LIABLE TO OWNER FOR ANY LOSS IN CONNECTION WITH ANY PROJECT NFT OR NFT MEDIA AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO OWNER FOR, ANY USE OF OR INABILITY TO USE ANY PROJECT NFT OR NFT MEDIA INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) THE BEHAVIOR OR OUTPUT OF ANY SOFTWARE OR HARDWARE; (III) DATA LOSS OR CORRUPTION; (IV) ANY FEATURES, DEVELOPMENT, ERRORS, OR OTHER ISSUES WITH BLOCKCHAIN NETWORKS OR WALLETS; (V) UNAUTHORIZED ACCESS TO ANY PROJECT NFT OR NFT MEDIA; OR (VI) THE ACTS OR OMISSIONS OF ANY THIRD PARTY.

(d) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONSUMER CONTRACTS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

7. **Assumption of Risk.** Owner accepts and acknowledges all risks associated with the following:

(a) Project NFTs and NFT Media may be used in myriad ways. While we strongly encourage transparency, communication, and research prior to acquiring a Project NFT, including to understand what previous and existing uses have been made of the Project NFT and NFT Media and how those uses may affect value, any purchase of a Project NFT is at the purchaser's own risk. Creator is not responsible for verifying or providing information on how a Project NFT or its NFT Media have been exploited. Additional documentation from an Owner may be necessary or prudent.

(b) Creator is not responsible for determining or paying any taxes that apply to any Owner's purchase, sale, or transfer of rights in each Project NFT. As between the parties, Owner is solely responsible for determining what, if any, taxes apply to such transactions.

(c) Transactions involving Project NFTs and NFT Media rely on third-party or decentralized platforms, systems, or marketplaces. We do not maintain, control, or assume any obligations with respect to such platforms, systems, or marketplaces. To the extent that Creator provides links or access to third party platforms, sites, or other resources, it does so only as a convenience and is not responsible for the content, products, or services on or available from those third parties or through any content displayed thereon.

8. **Indemnity.** Owner shall defend, indemnify, and hold Creator, its licensors, affiliates, representatives, and service providers, and each of them, and all of their respective officers, directors, employees, and agents (the "**Indemnified Parties**") harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, expenses, and other similar results or occurrences (including attorneys' fees) that directly or indirectly arise from, or are related to or in connection with, any claim, suit, action, demand, or proceeding or other similar occurrence, process, or activity that is initiated, made, brought, or financed by a third party (including any person who accesses or transacts using any Project NFT or NFT Media whether or not such person personally purchased a Project NFT) against the Indemnified Parties, or on account of the investigation, defense, or settlement thereof, arising out of, related to, or in connection with: (a) your access to or use of any NFT marketplace or third-party services or products; (b) your breach or alleged breach of these Terms; (c) your exercise or attempted exercise of the License; or (d) your actual or alleged violation of applicable law. Counsel to be used in the defense of such claim must be approved by Creator in writing prior to retention of such counsel and, upon our request, you will allow us to participate in the defense of any such claims. You will not enter into any settlement or compromise of any claim or litigation or that includes an admission of liability without our prior written consent.

9. **Limitation of Liability.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO INDEMNIFIED PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH ANY PROJECT NFT OR NFT MEDIA, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CREATOR OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL ANY INDEMNIFIED PARTY'S CUMULATIVE LIABILITY HEREUNDER FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY EXCEED \$100.

(b) BY PURCHASING OR OWNING A PROJECT NFT, OWNER ACKNOWLEDGES THAT THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CREATOR AND OWNER.

## 10. Dispute Resolution.

(a) Mandatory Arbitration of Disputes. Any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, or the use of the Project NFT or NFT Media ("Dispute") must be resolved **solely by binding, individual arbitration and not in a class, representative, or consolidated action or proceeding.** Each party waives the right to a trial in court and/or by a jury. This arbitration provision shall survive any termination of the License or these Terms.

(b) Exceptions. As a limited exception to Section 10(a) above: (i) the parties may seek to resolve a Dispute in small claims court if it qualifies; and (ii) each party retains the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of its intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted 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](http://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](http://www.adr.org). Any arbitration hearings will take place in the county (or parish) where one lives, with provision to be made for remote appearances to the maximum extent permitted by the AAA rules, unless the parties both 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 these Terms.

(d) Arbitration Costs. Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules, and Creator won't seek to recover the administration and arbitrator fees for which Creator is responsible unless the arbitrator finds your Dispute is frivolous. If Creator prevails in arbitration, Creator will pay all of its attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 10(d) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Creator prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. **YOU AND CREATOR AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if a Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with a party's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(g) Severability. With the exception of any of the provisions in Section 10(f) (Class Action Waiver), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

11. **Amendments.** Creator reserves the right to clarify or amend these Terms by publicly publishing a new version of them, including, but not limited to, on <https://yielddao.io/>, <https://metaip.xyz/> or any successor website.
12. **Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of New York, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 10 (Dispute Resolution), the exclusive jurisdiction for all Disputes (defined above) will be the state and federal courts located in the State and City of New York, and you and Creator each waive any objection to jurisdiction and venue in such courts.

### 13. Miscellaneous.

(a) The License applies only to the Project NFT on the blockchain that Creator, in its sole discretion, may designate, which designation shall apply retroactively. Thus, for example, if a fork or other event purports to result in duplicate Project NFTs, only the non-fungible token recorded on the blockchain designated by Creator will be eligible to receive the benefit of the License. Any license purportedly granted hereunder to the owner of a non-fungible token recorded on a blockchain not designated by Creator is void ab initio.

(b) These Terms will transfer and be binding upon and will inure to the benefit of the parties and their permitted successors and assigns.

(c) These Terms constitute the entire agreement, and supersede any and all prior or contemporaneous representations, understandings and agreements, between the parties with respect to the subject matter of these Terms, all of which are hereby merged into these Terms. Without limitation, the terms of any other document, publication, course of dealing, or course of trade will not modify these Terms, except as expressly provided in Sections 11 or 13(a) or as the parties may agree in writing.

(d) Failure to promptly enforce a provision of these Terms or any rights related to the Project NFT or project NFT Media will not be construed as a waiver of such provision or rights.

(e) Nothing contained in these Terms will be deemed to create, or be construed as creating, a joint venture or partnership between the parties. Neither party is, by virtue of these Terms or otherwise, authorized as an agent or legal representative of the other party. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other party. Nothing contained in these Terms will be deemed to create any third-party beneficiary right upon any third party whatsoever.

(f) The parties shall execute and deliver to the other party any and all such other instruments in reasonable mutually acceptable form and substance and shall take any and all such other actions as may be reasonably necessary to carry the intent of these Terms into full force and effect.

(g) If any one or more of the provisions of these Terms should be ruled wholly or partly invalid or unenforceable, then the provisions held invalid or unenforceable will be deemed amended, and the arbitrator, court, or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein.

(h) The headings to sections of these Terms are for convenience or reference only and do not form a part of these Terms and will not in any way affect its interpretation.

(i) Neither party will be afforded or denied preference in the construction of these Terms, whether by virtue of being the drafter or otherwise.

(j) For purposes of these Terms, the words and phrases "include," "includes," "including," and "such as" are deemed to be followed by the words "without limitation".

(k) Owner may give notice to Creator by contacting Creator E-MAIL. Notice is effective upon receipt.

(l) The parties have agreed to contract electronically and, accordingly, electronic signatures or any other forms of acceptance permitted by law, will be given the same effect and weight as original signatures.

# 龙胶囊 METAIP NFT 许可证

具有创作者保留和非仇恨言论的，持有者社区权利最大化许可

(“METAIP-COMMUNITY-NO-HATE”)

**DragonCapsule (龙胶囊)** 是由 10,000 个独一无二的数字收藏品头像组成的集合，由非同质化通证 (“龙胶囊 NFT”) 通过智能合约铸造而成，智能合约部署在以太坊区块链地址 **0x43a583b975a201d79c6be02d285dcd28f3d741d3** (“龙胶囊智能合约”)。龙胶囊智能合约将每个龙胶囊 NFT 与每个龙胶囊头像作品——对应的 (“龙胶囊 NFT 作品”)。

本条款 (“条款”) 是创建龙胶囊 NFT 项目相关的非同质化代币 (NFT) 的创作方实体 (“创作者”、“我们”、“YieldDAO”) 与通过本条款合法的获取与本 NFT 项目相关的非同质化代币 (“项目 NFT”) 的所有人 (“您”或“所有者”) 之间签订的具有法律约束力的协议，规范双方在项目 NFT 和关联 NFT 媒体方面的权利和义务。

当您合法拥有一个项目 NFT 时，即表示您同意本 NFT 许可条款和条件，您就拥有项目 NFT 下所有个人财产权 (例如，自由出售、转让或以其他方式处置项目 NFT 的权利)。但是，您对创作者开发的与您的特定项目 NFT 所关联的艺术作品、图像、视频、内容或其他著作权作品 (“NFT 作品”) 所拥有的权利，仅限于如下所述。

## 关于仲裁和集体诉讼豁免的通知：

接受这些条款，即表示您同意 (除非有限的例外情况) 通过约束性的个人仲裁而非法庭诉讼来解决您与创作者之间的任何争议。请仔细阅读下方的第 10 条 (争议解决) 以获取关于仲裁流程的详细信息。然而，如果您居住在一个禁止通过仲裁解决争议的司法管辖区，那么第 10 条中的仲裁协议将不适用于您。第 12 条 (管辖法律和法院选择) 的条款以及其他相关的适用法规仍将生效。

接受这些条款，即表示您同意放弃参与任何集体诉讼或集体仲裁的权利。

## 1. 所有权 Ownership

(a) 您拥有您的项目 NFT。 根据项目 NFT 智能合约的记录，当您拥有一个持有项目 NFT 的数字钱包时，您就拥有在区块链交易中持有、出售、转让和执行涉及该项目 NFT (“您的项目 NFT”) 的独占权利。除了我们拥有的项目 NFTs 外，创作者没有权利或能力去扣押、冻结或通过其他方式修改任何关于项目 NFT 的所有权。

(b) 我们拥有您的 NFT 作品的知识产权 (但授权许可您使用)。 创作者拥有项目 NFT 作品的所有权益，包括相关的任何著作权、商标和其他知识产权 (“IP”)。但是，我们授权许可 (定义如下) 您使用与您的项目 NFT 对应的 NFT 作品 (“您的 NFT 作品”)，只要您一直持有该项目 NFT。

(c) 您拥有您的项目 NFT 衍生品的 IP。 在创作者的授权许可期限内，您对基于您的 NFT 作品创作的，任何属于《美国版权法》定义下的衍生作品 (“项目 NFT 衍生品”) 拥有所有权益，但前提是 (i) 我们保留任何项目 NFT 衍生品背后您的 NFT 作品的版权；(ii) 您在授权许可期限内及之后使用任何项目 NFT 衍生品均受本条款约束；以及 (iii) 您在授权许可期限之后使用任何项目 NFT 衍生品可能需要项目 NFT 当前所有者的授权许可。

(d) 权益。 您可能会不时获得权益、福利或权利 (统称为“权益”)，但本条款并不授予您任何权益，除非另有规定。创作者不保证授予您任何权益。任何权益的授予可能受其他条款和条件的约束，创作者不以任何方式为第三方授予的权益负责。

## 2. 授权许可 License

(a) 授予。 在您同意并遵守本条款的前提下，在合法获得 您的项目 NFT 后并在持有 项目 NFT 期间内（日期均由 项目 NFT 智能合约记录）（“**授权许可期间**”），创作者授予您独占的、不可撤销的、全球范围的、免版税的、可分的许可，以复制、分发、创作衍生品、公开展示、公开表演、传输或以其他方式使用 您的 NFT 作品（“**授权许可**”）。本授权许可旨在最大程度上帮助您在任何现存的或今后发明的媒体平台上对 您的 NFT 作品 进行商业用途或者非商业用途的使用，仅受以下规定的限制：

(b) 限制与保留。

- i. 本授权许可仅针对 您的 NFT 作品——即构成 您的 NFT 作品 的所有基础层、特征、属性和其他元素排列组合而成的整体作品。因此，虽然授权许可允许您进行 项目 NFT 衍生品 的创作，但授权许可并不授予您对 您的 NFT 作品的任何单个元素或对 NFT 作品 之外的任何单个元素的创作。例如，授权许可允许您对 您的 NFT 作品 创建 3 D 形象并添加新服装，但不允许您提取单个元素特征（例如头发、配饰）以用于其他单独作品的创作。
- ii. 本授权许可未授予您 创作者（或任何其他）所拥有的商号、品牌、商业外观或商标的任何权利，所有这些权利都由 创作者明确保留（统称为“**创作者商标权利**”）。您在此同意，您意欲获得的任何 **创作者商标权利** 以及相关商誉，应立即、自动并由您自费转让给创作者。为明确起见，创作者商标权利不包含 您的 NFT 作品，您可以根据本条款和相关适用法律，通过行使您的权利获得商标权。
- iii. 您对 您的 NFT 作品 进行商标注册的任何申请必须是在授权许可期限内提出，并且申请应基于 NFT 作品 已商用的基础上，并且仅限于在适用司法管辖区中已实际使用（截止申请日期）的与 您的 NFT 作品 相关的商品或服务。因此，您可能不会在“使用意图”的基础上，或在您未对 您的 NFT 作品 商用的情况下，寻求对 您的 NFT 作品 申请商标注册。
- iv. 您不得使用 您的 NFT 作品，以任何方式来对受保护类别（例如种族、宗教、性别、取向或残疾）的个人或团体表达仇恨或鼓励暴力。
- v. 您不得以违反适用法律的方式使用 您的 NFT 作品。
- vi. 本协议未明确授予的所有权利均由 创作者保留。

(c) 对 创作者的授权许可。 您授予创作者不可撤销的、永久的、非独占的、全球范围的、免版税的、可再许可的许可，用于公开展示、用于商业目的，或以其他方式使用 您的 NFT 作品 以及其他 NFT 作品，以推广或展示整个 项目 NFT 合集和品牌。

## 3. 实施 Enforcement

(a) 版权通知。 您可以在 您的 NFT 作品 中包含版权声明：“**项目 NFT 名称**© **许可日期** **创作者**”（“**创作者版权声明**”）。在遵守本条款的前提下，您可以添加版权声明，表明您或您指定的其他人是在许可期限内创建的任何 项目 NFT 衍生品 的版权所有人，前提是您还添加了创作者版权声明。

(b) 版权注册。 任何获得 NFT 作品 版权注册的申请，均应标明“**创作者**”作为 NFT 作品 的版权所有人。任何在 项目 NFT 衍生品 中获得版权注册的申请可能会将您或您指定的其他人确定为版权所有人，但应将 您的 NFT 作品 确定为 项目 NFT 衍生品 所基于的被衍生原型作品。

(c) 操作。 在适用法律的支持下，对未经授权使用 您的项目 NFT 提出侵权索赔的范围内，您同意：(i) 任何此类索赔应当完全基于未经授权使用 你的 NFT 作品，而不是其他方的 NFT 作品，例如，以其他方的 项目 NFT 与 您的 NFT 作品 基本相似为理由；(ii) 创作者可自行决定加入、选择接管任何此类诉讼的控制权，除非这会对您的权利形成实质性损害。

(d) 所有者之间的纠纷。 创作者没有义务支持解决或解决 项目 NFT 所有者之间可能出现的任何纠纷。

(e) 版权声明。 您可以在 您的 NFT 作品 中包含以下版权声明：“**项目 NFT 名称**© **许可日期** **创作者**”（“**创作者版权声明**”）。在您遵守本条款的前提下，您可在授权许可期限内，对所创作的 项目 NFT 衍生品 附上一份版权声明，将您或您指定的其他人确定为版权所有人，前提是该版权声明中包含了创作者版权声明。



(f) 版权登记。 对任何 您的 NFT 作品 的版权登记申请都应将创作者确定为 NFT 作品的版权所有人。对任何 您的项目 NFT 衍生品的版权登记申请，您可将您或您指定的其他人确定为版权所有人，但您应将 NFT 作品 标识为 项目 NFT 衍生品所基于的被衍生原型作品。

(g) 诉讼。 在适用法律授权您因第三方未经授权而使用 您的 NFT 作品 而提出侵权索赔的情况下，您同意：(i) 任何此类索赔应仅基于第三方未经授权使用 您的 NFT 作品，而不是其他方的 NFT 作品——例如，与 您的 NFT 作品 基本相似的其他方的 NFT 作品；(ii) 创作者可以自行决定是否加入或者接管任何此类诉讼，除非这会严重损害您的权利。

(h) 所有者之间的争议。 创作者没有义务支持解决或解决 项目 NFT 所有者之间可能出现的任何争议。

#### 4. 转让 Transfers

(a) 不得分离。 除本条款明确规定外，项目 NFT 的所有权和其授权许可不得以任何方式分离。您不得从事任何旨在将授权许可从项目 NFT 中分离的交易或活动。

(b) 授权许可的终止。 根据项目 NFT 智能合约记录，在您将您的项目 NFT 转让给新所有者后：(i) 您在本条款项下的授权许可应立即自动终止；(ii) 您必须停止将您的 NFT 作品 用于商标或其他来源标识符；(iii)，除非根据另行协商的书面协议正式转让给新所有者，否则与您行使许可证有关的任何商标和相应注册均应视为已放弃。

(c) 已发布项目 NFT 作品。 如果在授权许可期限内，您使用您的 NFT 作品 进行创作并向公众提供作品的（“**已发布项目 NFT 作品**”），除第四条 (b) 项 (ii) 项规定的情况外，您可以在授权许可期限后根据本条款继续使用该已发布项目 NFT 作品；但前提是：(i) 您将承担在授权许可期限后继续使用已发布 NFT 作品 而产生的任何义务或责任；以及 (ii) 此特权不允许您在授权许可期限后使用该 NFT 作品 创建任何新作品或素材。举例：

- 在授权许可期限内发布的以您的 NFT 作品 为主题的数字作品系列可以在授权许可期限后继续使用，但任何以该 NFT 作品 为主题而创作或分发的新作品系列都需要有新所有者的授权许可。
- 在授权许可之后，您可以继续出售您在授权许可期间创建并以您的 NFT 作品 为主题的库存商品，但您以该 NFT 作品 为主题而创建或分发的任何新商品都需要取得新所有者的授权许可。

#### 5. 所有者声明和保证。

所有者声明并保证：

- (a) 所有者满足法定年龄要求，并具有签订这些条款的法定能力。
- (b) 所有者将仅根据这些条款使用和与任何项目 NFT 和 NFT 作品 互动。
- (c) 所有者在行使其根据这些条款的权利和义务时，将遵守所有适用的法律，并不会侵犯创作者、许可方或任何第三方的任何权利。
- (d) 所有者不是，且不会有意与(i)任何位于被美国政府所封锁国家的人，或被美国政府指定为支持恐怖主义国家的人，(ii) 或在任何美国政府禁止或限制名单上的人，进行涉及项目 NFT 或 NFT 作品 的交易。

#### 6. 免责声明。

(a) 每个项目 NFT 和 NFT 作品 都是按“原样”和“现有”的方式提供，没有任何形式的保证。创作者明确否认任何或所有的明示或暗示保证，包括但不限于适销性、特定用途的适用性、无干扰享权和非侵权的默认保证，以及任何源于交易过程或商业惯例的保证。

(b) 每个项目 NFT 都是一种无形的数字资产，仅通过在以太坊区块链上保存所有权记录的方式存在。任何可能发生的唯一性数字资产的所有权转移都发生在以太坊区块链的去中心化账本上，创作者对此无控制权。

(c) 创作者对所有因任何项目 NFT 或 NFT 作品 而产生的损失不承担任何责任，也不对使用或无法使用任何项目 NFT 或 NFT 作品 的情况负责，包括但不限于由任何损失、损害，或由下列原因引起的索赔：(i) 用户错误，如忘记密码、错误的构

建交易或输入错误的钱包地址；(II) 任何软件或硬件的行为或输出；(III) 数据丢失或损坏；(IV) 与区块链网络或钱包的任何特性、开发、错误或其他问题；(V) 未经授权访问任何项目 NFT 或 NFT 作品；或(VI) 任何第三方的行为或疏忽。

(d) 一些司法管辖区不允许在消费者合同中排除默认保证，因此上述排除可能不适用于您。

## 7. 风险承担：

所有者接受并承认以下所有风险：

- (a) 项目 NFT 和 NFT 作品 可以以多种方式被使用。尽管我们强烈鼓励在获取 项目 NFT 之前进行透彻了解、沟通和研究，包括了解 项目 NFT 和 NFT 作品 的过去和现有使用情况，以及这些使用方式如何影响价值，但购买 项目 NFT 的任何风险都由购买者自行承担。创作者不负责验证或提供有关 项目 NFT 或其 NFT 作品 如何被利用的信息。从所有者那里获取额外的资料文档可能是需要或谨慎的。
- (b) 创作者不负责计算或支付所有者购买、出售或转让的任何 项目 NFT 的任何税款。在双方之间，由所有者全权负责和支付此类交易的税款（如果有）。
- (c) 与 项目 NFT 和 NFT 作品 相关的交易依赖于第三方或去中心化的平台、系统或市场。创作者对这些平台、系统或市场不承担维护、控制或任何义务。如创作者提供了第三方平台、网站或其他资源的链接或访问，这只是为了方便，并不对这些来自或通过第三方展示的内容、产品或服务负责。

## 8. 赔偿责任

所有者应为 创作者、其许可方、关联方、代表和服务提供商，以及其各自的全部管理人员、董事、员工和代理（“被保护方”）进行辩护、赔偿并使其免受任何损害。包括任何及所有索赔、损害、损失、成本、调查、责任、判决、罚款、处罚、和解、利息、费用和其他类似结果或事件（包括律师费）的直接或间接损害，这些损害源于或与由第三方（包括任何访问或使用 项目 NFT 或 NFT 作品 的人，无论该人是否亲自购买了 项目 NFT）向被保护方发起、提出、进行或资助的任何索赔、诉讼、行动、要求、程序或其他类似事件、过程或活动，或由于以下情况引起、与此类事件相关或关联的调查、辩护或和解：(a) 您访问或使用任何 NFT 市场或第三方服务或产品；(b) 您违反或涉嫌违反这些条款；(c) 您行使或试图行使许可；(d) 您实际或涉嫌违反适用法律的行为。在此类索赔的辩护中聘用的律师必须先经过创作者的书面批准，并根据我们的要求，您将允许我们参与任何此类索赔的辩护。未经我们事先书面同意，您不得就任何索赔或诉讼达成任何和解或妥协、或承担责任。

## 9. 责任限制。

- (a) 在法律允许的最大范围内，任何被赔偿方均不对任何附带、特殊、惩戒性或后果性损害，或利润损失、收入损失、储蓄损失、商业机会损失、数据或商誉损失承担责任，因这些条款或与任何 项目 NFT 或 NFT 作品 的使用或交互而引起或与之相关的服务中断、计算机损坏或系统故障或任何类型的替代服务的费用，无论是否基于保修、合同、侵权行为（包括疏忽）、产品责任或任何其他法律理论，以及 创作者或其服务提供商是否已被告知发生此类损害的可能性，即使发现此处规定的有限补救措施 未能实现其基本目的。在任何情况下，任何受偿方因所有诉讼原因和所有责任理论而承担的累计责任，均不得超过 100 美元。
- (b) 通过购买或拥有 项目 NFT，所有者承认上述损害排除和限制是 创作者与所有者之间交易基础的基本要素。

## 10. 争议解决。

- (a) 对争议的强制性仲裁。任何因条款、违约、终止、执行、解释或有效性，或使用 项目 NFT 或 NFT 作品、索赔或争议必须仅通过具有约束力的个人仲裁解决，而不是采取集体、代表性或合并的诉讼或诉讼程序。双方放弃在法院和/或陪审团面前进行审判的权利。本仲裁条款在本许可证或本条款的终止后仍然有效。

- (b) 例外情况。作为对上述第 10(a)条的有限例外：(i) 如果符合条件，各方可以寻求在小额诉讼法庭解决争议；以及 (ii) 各方保留在法院寻求禁令或其他救济的权利，以防止（或禁止）知识产权的侵权或盗用。
- (c) 执行仲裁和仲裁规则。仲裁将由美国仲裁协会（“AAA”）根据其现行的消费者仲裁规则（“AAA 规则”）进行，除非这些条款对其进行了修改。AAA 规则可在 <https://www.adr.org> 或致电 1-800-778-7879 获取。希望发起仲裁的一方必须向 AAA 提交书面仲裁要求，并根据 AAA 规则通知另一方。AAA 提供一份仲裁要求表格，网址 <http://www.adr.org>。任何仲裁听证将在当事人居住的县（或教区）进行，除非双方同意选择不同的地点，并在最大程度上允许根据 AAA 规则进行远程出席。各方同意仲裁员具有关于这些条款的解释、适用性、可执行性和范围的所有问题的专属权威。
- (d) 仲裁费用。所有申请、管理和仲裁员费用将受 AAA 规则的管理，除非仲裁员认为您的争议是荒谬的，创作者不会寻求收回创作者应负责的管理和仲裁员费用。如果创作者在仲裁中获胜，创作者将支付其所有律师费和费用，并不会从您那里收回这些费用。如果您在仲裁中获胜，您将有权获得适用法律规定的律师费和费用的赔偿。
- (e) 禁令性和宣告性援助。除了上述第 10(d)条规定的情况外，仲裁员将就任何一方提出的任何主张的责任问题进行裁决，并只支持个人寻求援助，并且仅在为该个人主张提供所需援助的范围内授予宣告性或禁令性援助。在您或创作者在主张中获胜并寻求公共禁令援助的情况下（即，禁令援助的主要目的和效果是禁止威胁到公众未来利益的非法行为），对此类援助的资格和范围必须在有管辖权的民事法院进行诉讼，而不是在仲裁中进行。各方同意，在仲裁中，任何公共禁令援助问题的诉讼将暂停，直到仲裁中个人主张的结果出来。
- (f) 集体诉讼豁免。**您和创作者同意，每方只能以其个人身份提起针对对方的索赔，而不能作为任何所谓的集体诉讼或代表性诉讼的原告或集体成员提起。**此外，如果争议通过仲裁解决，仲裁员不能将他人的主张与一方的主张合并，也不得主持任何形式的代表或集体诉讼。如果发现本特定条款是不可执行的，则本争议解决部分将全部无效。
- (g) 可分割性。除了第 10(f)条（集体诉讼豁免）的任何规定之外，如果仲裁员或有管辖权的法院认定这些条款的任何部分无效或不可执行，这些条款的其他部分仍然适用。

11. **修改条款**。创作者保留澄清或修改这些条款的权利，并通过公开发布新版本的条款来实施，包括但不限于 <https://yielddao.io/>，<https://metaip.xyz/> 或任何后继网站上。

12. **适用法律和法院选择**。本条款及与其相关的任何行为将受美国联邦仲裁法、联邦仲裁法律和纽约州法律的管辖，不考虑其法律冲突规定。除非在第 10 条（争议解决）中另有明确规定，所有争议（定义见上文）的专属管辖权将属于位于纽约州和纽约市的州和联邦法院，您和创作者各自放弃对此类法院的管辖权和地点的任何异议。

### 13. 杂项.

- (a) 本许可仅适用于由创作者在其自行决定的区块链上指定的项目 NFT，该指定将具有追溯效力。因此，例如，如果分叉或其他事件声称导致重复的项目 NFT，只有创作者指定的区块链上记录的非同质化代币才有资格获得许可的权益。在创作者未指定的区块链上记录的非同质化代币的所有许可据此宣称的无效。
- (b) 本条款将对转让具有约束力，并有利于双方及其允许的继承人和受让人的利益。
- (c) 本条款构成完整协议，并取代双方之间关于这些条款主题的任何及所有先前或同期的陈述、谅解和协议，所有这些陈述、理解和协议均已合并到本条款中。任何其他文件、出版物、交易过程或贸易过程的条款（但不限于此）均不会修改这些条款，除非第 11 条或第 13(a) 条明确规定或双方书面同意。
- (d) 未能及时执行本条款规定或与项目 NFT 或 NFT 作品相关的任何权利，不得被解释为放弃此类规定或权利。
- (e) 本条款中包含的任何内容均不得被视为在双方之间创建或解释为创建合资企业或合伙企业。任何一方均未根据本条款或其他方式被授权为另一方的代理人或法定代表。任何一方均无权代表另一方或以另一方的名义承担或产生任何明示或暗示的义务或责任。这些条款中包含的任何内容均不得被视为对任何第三方产生任何第三方受益权。

- (f) 各方应就合理可接受的形式和内容向对方执行和交付任何其他必要的文件，并采取任何合理必要的行动，以使本条款的意图得以充分生效。
- (g) 如果本条款的任何一个或多个条款应裁定完全或部分无效或无法执行，则被裁定无效或不可执行的规定将被视为已修改，并且仲裁员、法院、或其他政府机构将被授权在必要的最小范围内修改条款，以使其在符合各方意图的前提下尽可能地有效和可执行。
- (h) 本条款的各部分标题仅供方便或参考之用，并不构成这些条款的一部分，也不会以任何方式影响其解释。
- (i) 在解释本条款时，无论是作为起草方还是其他原因，各方都不会享有或被剥夺优先权。
- (j) 根据本条款，诸如“包括”、“包括了”和“例如”等词语都被视为后接“但不限于”一词。
- (k) 所有者可通过联系创作者的电子邮件来通知创作者，通知自收到后生效。
- (l) 双方同意以电子方式签订合同，因此，电子签名或法律允许的任何其他接受的形式将具有与原始签名相同的效力和权重。