

NFT License Agreement

This Dragon Lords License Agreement (this “Agreement”) is a legally binding agreement between you and dragonlords.llc

and its subsidiaries, (“Dragon Lords”) that describes the rights in Artwork you may obtain when you purchase or receive any

Chia NFT. For clarity, this Agreement does not otherwise govern the transaction that is effectuated on the Chia blockchain

when you buy or offer to buy any Chia NFT, including through any related decentralized technologies, websites, services,

tools, applications, smart contracts, and APIs, which are provided by third party vendors and governed by and subject to the

terms of use provided by those third-party vendors, unless such third-party terms of use conflict or are inconsistent with the

terms of this Agreement, in which case the terms of this Agreement shall prevail. Subject to the foregoing, this Agreement

supplements the terms of service and privacy policy that otherwise govern your use of the Dragon Lords’ s websites, services

and application. By accepting ownership of the Chia NFT, you agree to abide by the terms of this Agreement.

1. Definitions

1.1 "Chia NFT" means a unique Chia blockchain-tracked, non-fungible token that serves as a digital collectible and was

originally created by Dragon Lords or its subsidiaries.

1.2 “Artwork” means the original artwork that was minted as a Chia NFT.

1.3 “NFT Marketplace” means any third-party vendors that facilitates buying, selling or trading of Chia NFTs.

1.4 “Chia Offers” means buying, selling or trading Chia NFTs via the Offers feature that allows buyers and sellers to

seamlessly create and accept trade offers all from the privacy of their Chia wallet. Offers allow two people who

have never met to propose and complete a trade in a way that neither side can cheat and does not need escrow.

1.5 “Own” or “Owned” means a Chia NFT that (a) you originally purchased/received from Dragon Lords or from an NFT

Marketplace; or (b) purchased/received on an NFT Marketplace from a legitimate owner of that Chia NFT; or (c)

purchased/received through Chia Offers from a legitimate owner of that Chia NFT.

1.6 "Third Party IP" means any third-party copyrights, trademarks, patent rights (including, without limitation, patent

applications and disclosures), trade secrets, know-how or any other intellectual property rights recognized in any

country or jurisdiction in the world.

2. License

Subject to your compliance with the terms of this Agreement, Dragon Lords hereby grants you a worldwide, non-

exclusive, personal, limited license to display the Artwork associated with a Chia NFT(s) that you Own, privately or

publicly, solely for personal, non-commercial purposes, including on social media platforms, digital galleries, or

otherwise on the Internet or in association with your offer to sell or trade your Chia NFT(s). This license does not grant

you any rights in or to the Artwork separate from the associated NFT(s), including any of the copyrights described in

Section 4 of this Agreement.

3. Restrictions

You agree that you may not, and will not permit any third party to, do or attempt to do any of the following without

Dragon Lords's express prior written consent in each case: (i) modify the Artwork associated with your Chia NFT(s) in

any way; (ii) use the Artwork to advertise, market, or sell any product or service; (iii) use the Artwork in connection

with malicious, harmful, offensive or obscene images, videos, or other materials or forms of media, including any that

depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or

otherwise violate applicable laws or regulations or infringe upon the rights of others; (iv) attempt to mint, tokenize, or

create an additional cryptographic token representing the Artwork on any platform; (v) use or incorporate the Artwork

in movies, videos, video games, or any other forms of media for a commercial purpose; (vi) sell, distribute for

commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the Artwork; (vii)

otherwise commercially use or exploit any Artwork for your or any third party's benefit, including by selling copies of

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any Artwork or selling derivative works embodying any Artwork; (viii) trademark, copyright, or seek to trademark,

copyright, or otherwise acquire additional intellectual property rights in or to the Artwork, including any

Dragon Lords name, trademark, logo, trade dress, or other source indicators contained or depicted therein; (ix) falsify,

misrepresent, or conceal the authorship of the Artwork or the Chia NFT.

4. Ownership

You acknowledge and agree that Dragon Lords (or, as applicable, its licensors) owns all legal right, title and interest in

and to the Artwork, and all intellectual property rights therein. The rights that you have in and to the Artwork are limited

to those expressly described in Section 2 of this Agreement. Dragon Lords (on behalf of itself and, as applicable, its

licensors) reserves all other rights in and to the Artwork, including all copyrights in and to the Artwork (e.g., the right to

prepare derivative works, to reproduce and make copies, to distribute, sell, or transfer, to display, to perform, and to

publicly display and publicly perform).

5. License Term

The license granted in Section 2 of this Agreement applies only to the extent that you continue to Own the applicable

Chia NFT. If at any time you sell, trade, donate, give away, or transfer your Chia NFT to a new Owner through an NFT

Marketplace or Chia Offers, the license granted in Section 2 shall be transferred to that new Owner, and you will have

no further rights in or to the Chia NFT or Artwork associated with that Chia NFT. If at any time you burn or otherwise

dispose of your Chia NFT for any reason, or sell, trade, donate, give away, or transfer your Chia NFT other than

through an NFT Marketplace or Chia Offers, the license granted in Section 2 of this Agreement will immediately

expire with respect to that Chia NFT without the requirement of notice or any further action, and you will have no

further rights in or to the Chia NFT or Artwork associated with that Chia NFT.

6. Indemnification

You shall indemnify, defend and hold harmless Dragon Lords, its affiliates and licensors, and its and their respective

officers, agents, directors, representatives, contractors, and employees, from and against any and all claims, suits,

demands, actions, losses, liabilities, damages, judgements, penalties, fines, expenses and other costs (including

reasonable attorneys' fees) arising from your breach or alleged breach of this Agreement. Dragon Lords will also have

the right to provide our own defense additionally or alternatively at our own expense.

7. Limitation of Liability

In no event will Dragon Lords be liable to you for any special, incidental, exemplary, indirect, punitive, or consequential

damages (including loss of profits) with respect to the subject matter of this Agreement, whether such liability arises

from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or

not you have been advised of the possibility of such loss or damage. Dragon Lords aggregate liability under this

Agreement shall not exceed the net revenues actually received by Dragon Lords in connection with any transaction in

which you purchased or sold your Chia NFT. The foregoing limitation of liability shall only apply to the extent

permitted by applicable law. In no event will Dragon Lords be liable for any inability for you to access the Artwork for

any reason, including as a result of any downtime, failure, obsolescence, removal, termination or other disruption

relating to (a) the servers upon which the Artwork is stored; (b) any other NFT platform or marketplace.

8. Assignment

Dragon Lords will have the unrestricted right to assign this Agreement and to assign, subcontract, license and sublicense

any or all of its rights and obligations hereunder. This Agreement (including, without limitation, the license granted

hereunder) is personal to you and shall not be assigned or transferred by you, except to a new Owner of the Chia NFT as

set forth in Section 5 above. Any other attempt by you to assign, sub-license, or transfer your rights under this

Agreement shall be null and void.

9. Dispute Resolution

This Agreement will be governed by, and construed and interpreted in accordance with, the laws of the Republic of

Austria, without regard to its conflicts-of-law principles. Any dispute arising out of or relating to this Agreement may

be brought and adjudicated only in the courts, federal or state, located in Austria, and Dragon Lords and you submit to the

exclusive jurisdiction of such courts and waive any objections based upon improper venue or inconvenient forum.

Neither Dragon Lords nor you will seek to litigate any claims against the other on a class action or representative party

basis and shall pursue any claims solely on an individual basis.

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10. Remedies

Your rights and remedies in the event of any breach of this Agreement are strictly limited to the right, if any, to recover

damages in an action at law, and you acknowledge that your remedy of money damages is adequate. You will not be

entitled by reason of any such breach, and you will not seek, any equitable relief, whether injunctive or otherwise.

11. Miscellaneous Terms

This Agreement constitutes the complete understanding and agreement of you and with respect to the Artworks and

supersedes any and all prior or contemporaneous written or oral agreements between you and Dragon Lords with respect

to all Artworks. Prior agreements between Dragon Lords and you relating to any artwork(s) will continue to govern

those prior artwork(s). The language of any clause or term of this Agreement will not be construed for or against the

drafter. No right or term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless

the waiver or consent is in writing and signed by you and Dragon Lords. Any modification or amendment to this

Agreement must be made in writing and signed by you and Dragon Lords.