



## NFT License Agreement

This Chia License Agreement (this “**Agreement**”) is a legally binding agreement between you and Chia Network Inc., a Delaware corporation with a business address of 611 Gateway Boulevard, Suite 120, South San Francisco, CA 94080 (“**Chia**”) that describes the rights in Artwork you may obtain when you purchase or receive any Chia Friends 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 Friends 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 Chia websites, services and application. By accepting ownership of the Chia Friends NFT, you agree to abide by the terms of this Agreement.

### 1. Definitions

- 1.1 “**Chia Friends NFT**” means a unique Chia blockchain-tracked, non-fungible token that serves as a digital collectible and was originally created by Chia.
- 1.2 “**Artwork**” means the original artwork that was minted as a Chia Friends NFT.
- 1.3 “**NFT Marketplace**” means any third party vendors that facilitates buying, selling or trading of Chia Friends NFTs.
- 1.4 “**Chia Offers**” means buying, selling, or trading Chia Friends 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 Friends NFT that (a) you originally purchased/received from Chia or from an NFT Marketplace; or (b) purchased/received on an NFT Marketplace from a legitimate owner of that Chia Friends NFT; or (c) purchased/received through Chia Offers from a legitimate owner of that Chia Friends 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, Chia hereby grants you a worldwide, non-exclusive, non-sublicensable, irrevocable license to reproduce, distribute, alter, arrange, transform, make derivative works of, and display the Artwork associated with any Chia Friends NFT(s) that you Own, privately or publicly, for personal and 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 Friends NFT(s). This license does not grant you any further 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 Chia’s express prior written consent in each case: (i) use the Artwork to advertise, market, or sell any product or service directly competitive with Chia; (ii) 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; (iii) attempt to mint, tokenize, or create an additional cryptographic token representing the exact copy of the Artwork on any platform; (iv) trademark, copyright, or seek to trademark,

copyright, or otherwise acquire additional intellectual property rights in or to the Artwork, including any Chia 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 Friends NFT.

#### 4. Ownership

You acknowledge and agree that Chia (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. Chia (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 Friends NFT. If at any time you sell, trade, donate, give away, or transfer your Chia Friends 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 Friends NFT or Artwork associated with that Chia Friends NFT. If at any time you burn or otherwise dispose of your Chia Friends NFT for any reason, or sell, trade, donate, give away, or transfer your Chia Friends 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 Friends NFT without the requirement of notice or any further action, and you will have no further rights in or to the Chia Friends NFT or Artwork associated with that Chia Friends NFT.

#### 6. Indemnification

You shall indemnify, defend and hold harmless Chia, 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. Chia 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 Chia 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. Chia's aggregate liability under this Agreement shall not exceed the net revenues actually received by Chia in connection with any transaction in which you purchased or sold your Chia Friends NFT. The foregoing limitation of liability shall only apply to the extent permitted by applicable law. In no event will Chia 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

Chia 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 Friends 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 State of California, Unites States, 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 the County of Santa Clara, State of California, and Chia and you submit to the exclusive jurisdiction of such courts and waive any objections based upon improper venue or inconvenient forum. Neither Chia 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.

## 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 Chia with respect to the Artworks and supersedes any and all prior or contemporaneous written or oral agreements between you and Chia with respect to all Artworks. Prior agreements between Chia 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 Chia. Any modification or amendment to this Agreement must be made in writing and signed by you and Chia.