

## Gem Girl NFT License Agreement

This Agreement is a legally binding agreement between you and the City

Renderer NFTs team that describes the rights in Artwork you may obtain

when you purchase or receive any Gem Girl NFT. For clarity, this Agreement does not otherwise govern the transaction that is effectuated

on the Chia blockchain when you buy or offer tobuy any Gem Girl 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 ofservice

and privacy policy that otherwise govern your use of the Chia websites,

services and application. By acceptingownership of the Gem Girl NFT, you agree to abide by the terms of this Agreement.

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1. Definitions

1.1 "Gem Girl NFT" means a unique Chia blockchain-tracked, nonfungible token that serves as a digital collectible and was originally created by Gem Girl team.

1.2 "Artwork" means the original artwork that was minted as a City Renderer NFT.

1.3 "NFT Marketplace" means any third party vendors that facilitates

buying, selling or trading of Gem Girl NFTs. 1.4 "Chia Offers" means buying, selling or trading Gem Girl 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 Gem Girl NFT that (a) you originally purchased/received from Chia or from an NFTMarketplace; or (b) purchased/received on an NFT Marketplace from a legitimate owner of that Gem Girl NFT; or (c) purchased/received through Chia Offers from a legitimate owner of that Gem Girl 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, City Renderer team hereby grants you a worldwide, non- exclusive, personal, limited license to display the Artwork associated with any Gem Girl 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 Gem Girl 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. Miscellaneous Terms This Agreement constitutes the complete understanding and agreement of you and Gem Girl team with respect to the Artworks and supersedes any and all prior or contemporaneous written or oral agreements between you and Gem Girl team with respect to all Artworks. Prior agreements between Gem Girl team 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 Gem Girl team. Any modification or amendment to this Agreement must be made in writing and signed by you and Gem Girl team.

