

THE SAMPLE “CAN’T BE EVIL” NFT LICENSE

TERMS AND CONDITIONS¹

Last Revised on August 29, 2022

Background: The sample “Can’t Be Evil” NFT License Terms and Conditions set forth on the exhibits hereto (the “**Licenses**”) are provided as a template for NFT projects to consider when creating and selling NFTs that are associated with specific artwork or media. The Licenses sets forth the rights that owners of such NFTs obtain with respect to any artwork, media, or other content that is specifically linked to their NFTs. The text of the Licenses is made freely available to the public under the terms of CC0 1.0 Universal.

Deployment: It is envisioned that the Licenses may be tailored by creators of NFT projects to suit their specified needs. The Licenses could then be made available for review at a specific URL or other repository where such NFTs are made available for purchase. Further, the metadata and description for the underlying NFTs could include a link to such party’s deployed URL where the particular license can be accessed for review prior to initial or secondary purchase. Much like the underlying media for the NFT, the actual terms of the license should be stored using a permanent decentralized storage solution to ensure the terms of such license will always be accessible by NFT owners in the future.

AH Capital Management, L.L.C. (“**a16z Crypto**”) has deployed six immutable versions of the Licenses (the “**a16z Instances**”). The six a16z Instances are as follows, each of which is attached hereto as an Exhibit:

1. **Exhibit 1 – Exclusive Commercial Rights with No Creator Retention (“CBE-ECR”)** – Full exclusive commercial rights granted, with no hate speech termination. Creator does not retain any exploitation rights. Deployed to: https://arweave.net/_D9kN1WrNWbCq55BSAGRbTB4bS3v8QAPTYmBThSbX3A/1
2. **Exhibit 2 – Non-Exclusive Commercial Rights (“CBE-NECR”)** – Full non-exclusive commercial rights granted, with no hate speech termination. Creator retains exploitation rights. Deployed to: https://arweave.net/_D9kN1WrNWbCq55BSAGRbTB4bS3v8QAPTYmBThSbX3A/2
3. **Exhibit 3 – Non-Exclusive Commercial Rights with Creator Retention & Hate Speech Termination (“CBE-NECR-HS”)** – Full non-exclusive commercial rights granted, with hate speech termination. Creator retains exploitation rights. Deployed to: https://arweave.net/_D9kN1WrNWbCq55BSAGRbTB4bS3v8QAPTYmBThSbX3A/3
4. **Exhibit 4 - Personal License (“CBE-PR”)** – Personal rights granted, without hate speech termination. Deployed to: https://arweave.net/_D9kN1WrNWbCq55BSAGRbTB4bS3v8QAPTYmBThSbX3A/4
5. **Exhibit 5 - Personal License with Hate Speech Termination (“CBE-PR-HS”)** – Personal rights granted, with hate speech termination. Deployed to: https://arweave.net/_D9kN1WrNWbCq55BSAGRbTB4bS3v8QAPTYmBThSbX3A/5
6. **Exhibit 6 - CC0 (“CBE-CC0”)** – All copyrights are waived under the terms of CC0 1.0 Universal developed by Creative Commons. Deployed to: https://arweave.net/_D9kN1WrNWbCq55BSAGRbTB4bS3v8QAPTYmBThSbX3A/0

In lieu of deploying their own version of a License, any NFT project may make use of the a16z Instances as-is in connection with their NFT project by referencing the URLs specified above, subject to the disclaimers contained therein. To do this easily, developers should install the CantBeEvil.sol smart contracts in their hardhat development directory using "npm i @a16z/contracts".

¹ **Disclaimer:** The Licenses were created in partnership between a16z Crypto, Latham & Watkins LLP, and DLA Piper LLP (US) and should be tailored to meet your specific requirements. This document is for informational purposes only. The Licenses do not and should not be construed as legal advice for any particular facts or circumstances. The Licenses do not include the specialized terms relating to music rights and should not be used for copyrighted music without additional advice. The Licenses do not include the specialized terms necessary if third-party content is included in an NFT and should not be used for such NFTs without additional advice. The Licenses relate to copyright only (except for music rights under copyright which are complex with many options) and do not include other forms of intellectual property, including personality rights. and should not be used for NFTs requiring licenses for such rights without additional advice. The License are based on US law and may not be completely enforceable in other jurisdictions. The Licenses are not meant to replace consulting competent counsel who is aware of your specific facts and circumstances. None of the materials provided hereby are intended to be treated as legal advice or to create an attorney-client relationship. The Licenses might not reflect all current updates to the law or applicable interpretive guidance and the authors disclaim any obligation to update the form of the Licenses. We strongly urge you to contact a reputable attorney in your jurisdiction to address your specific legal needs.

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Next, developers can inherit the CantBeEvil.sol contract directly into their core NFT contract using the instructions in the a16z Crypto GitHub repository [here](#).

Drafting Notes:

1. Global (non-CC0)

- a. Section 1.1 (revocability) – The decision of whether a License is designated as absolutely “irrevocable” is one that must be carefully considered by each NFT creator. On the one hand, designating a License as irrevocable gives NFT buyers assurances that they can never lose their licensed rights in the NFT Media. On the other hand, NFT creators may want to ensure their NFT Media is not used beyond the scope of a License (particularly for the PR and PR-HS Licenses) or in a way that is unlawful, racist, hateful, vulgar, etc. (see drafting note for Section 1.5 for the NECR-HS and PR-HS licenses). We have tried to find a middle ground by providing for termination of each License due to material breaches of each License, with commercially reasonable efforts to provide notice by the Creator (see Section 3.2 of the license).
- b. Section 1.1 (copyright only) – The Licenses provide for rights under copyright only, as it holds the most relevance to holders seeking to make use of the NFT Media. However, projects featuring individuals such as celebrities or athletes may want to explore the applicability of personality rights or granting licenses in other types of IP as projects continue to build and experiment in the space. Consult with a lawyer for unique issues to granting licenses in these other categories of IP. The Licenses do not cover licenses to music rights (which are covered by copyright) because of the complexity of licensing music. We recommend that if the NFT Media includes music, NFT creators should seek advice from experienced counsel.
- c. Section 1.2 – In some cases, owners of other NFTs or future owners of a particular NFT may create derivative works that are similar to derivative works created by a particular NFT owner. To promote innovation, certain of the Licenses contain an acknowledgment of this possibility and a corresponding covenant of the NFT owner not to sue the owners of the other NFTs or future owners of a particular NFT which create similar works.
- d. Section 1.3 – The Licenses expressly prohibit use of the project’s trademarks to allow the project to better safeguard its brand. This means that the name and iconic logos of the NFT project are not included in the NFT license, only the right to use the copyrighted artwork for each applicable NFT. Beyond assessing the business considerations, any project looking to grant a license in its trademark should also exercise care in drafting and implementation as licensing trademarks can be complex and generally requires the licensor to exercise quality control.
- e. Section 1.4 – Each License specifies that the license in the NFT Media is terminated if the underlying NFT is sold and will transfer to the new owner of the NFT. To avoid potential confusion, any sublicenses in the NFT Media are also terminated if the underlying NFT is sold by the owner that granted the original sublicense. In this way, buyers of these NFTs are assured that they are not buying an NFT that is encumbered by unknown sublicensed rights, and also to avoid confusion regarding how sublicenses should be policed if an NFT has repeatedly changed owners. We have provided in Section 1.1 that the Creator will be a third-party beneficiary to any sublicenses to permit the Creator to take action if the direct licensee has not done so. This section makes specific reference that the transfer must be “lawful” to transfer the license, to address the situation of someone losing their licensed rights because their NFT was stolen. Alternatively, the Creator may choose to instead provide that the ownership of the NFT (and the licensed rights that attach to such ownership) will simply be based on the records of the relevant blockchain, in order for the Creator to avoid becoming part of a dispute over the right to exercise the rights under the license by different persons claiming ownership of the NFT (especially as a subsequent buyer of the stolen NFT may have no idea it was stolen). However, the liability of various parties in these types of transactions are not yet established, and this alternative may still not be enough to avoid liability or involvement for the Creator in a stolen NFT scenario.
- f. Section 1.5 – In some cases, NFT projects will choose to collaborate with third party IP owners to include their IP in specific NFTs. Those third parties may not want to grant commercial licenses in their IP as included in such collaboration NFT. The Licenses do not account for specific licensing terms that might be unique to the IP of such third-party partners. The Licenses contain a representation by the NFT creators that the NFTs in scope of the Licenses do not include any third-party IP that would require permission from such third parties or would impose additional restrictions on use of the NFT Media. Projects looking to do collaborations may need to develop a separate license applicable only to such collaborations, and could supplement the Licenses with any such collaboration-license. Doing so will provide an opportunity to develop a license tailored to the specific needs of the collaboration. Further, any collaboration or inclusion of third-party content in an NFT should be communicated clearly to the community. Such communication should give non-collaboration NFT holders additional certainty in their rights to make use of the NFT Media as set forth in this template.

2. ECR License

- a. Section 1.1 – Making the ECR License “exclusive” prohibits the Creator’s rights to take certain actions to commercialize the NFT Media. Under the US Copyright Act, an exclusive license is deemed a “transfer of copyright ownership” in the underlying rights being exclusively licensed (copyright laws in other countries are likely to be different). As such, the exclusive licensee has the sole ability to commercialize the rights in subject to the exclusive license, or to take enforcement actions against infringers of the rights subject to the exclusive license. Due to this legal formality, some of the other provisions may not be enforceable. An exclusive license may also create confusion about individual components of NFT Media (such as a hat or glasses) which are compiled into different combinations to form the unique image of the overall NFT Media for a specific NFT. An exclusive license raises the issue of the rights to use the copyrightable components in configurations other than the image of a particular combination of those components. The majority of NFT Creators will likely want to grant non-exclusive licenses to retain full commercial rights to the NFT Media making up a given collection, and each of its individual elements. Finally, under the nuances of US copyright law, an exclusive license of a copyright under US law may be deemed a “transfer” of the rights in the copyrighted work. Exclusive licensees may also try to record such an exclusive license in the US Copyright Office, and such recordation could create confusion and disputes about a transfer granted to subsequent purchasers of the NFTs if the original party that recorded such license with the US Copyright Office did not rescind their recordation or the new purchaser does not record its exclusive license. Thus, any purchaser of an NFT with an exclusively licensed NFT Media should check the US Copyright Office to determine if such a recordation has been made and ensure that the ownership of the licensed rights is updated to avoid future challenges to the subsequent purchasers’ ownership of the exclusively licensed rights.

3. NECR License

- a. Section 1.1 – Under the NECR License, the NFT creators retain the right to subsequently abandon the copyright in the NFT Media by applying CC0 to the NFT Media at a later time (see drafting note 7 below) because the NFT creators may decide to change the approach to exploiting rights to the NFT Media. This option is limited to Licenses for commercial rights holders whose rights are non-exclusive. While holders who purchase a Project NFT to obtain non-exclusive commercial rights could still commercialize the NFT Media under a CC0 framework, the CC0 framework allows any other member of the general public to undertake the same activities with the NFT Media as the holder because CC0 abandons the copyright to the NFT Media so a license would no longer be needed to distribute, reproduce, modify, perform and display the NFT Media even if the member of the general public does not own a Project NFT. The NECR License does not restrict NFT Creators from making this subsequent decision, but NFT creators willing to foreclose the option should consider providing a covenant not to abandon the copyright in the NFT Media by adopting CC0 or otherwise, as such a covenant could provide holders of Project NFTs with a non-exclusive commercial license with additional certainty that their licensed rights will not be undercut by later actions of the NFT creators.

4. NECR-HS License

- a. Section 1.1 – Under the NECR-HS License, the NFT creators retain the right to subsequently abandon the copyright in the NFT Media by applying CC0 to the NFT Media at a later time (see drafting note 7 below) because the NFT creators may decide to change the approach to exploiting rights to the NFT Media. This option is limited to Licenses for commercial rights holders whose rights are non-exclusive. While holders who purchase a Project NFT to obtain non-exclusive commercial rights could still commercialize the NFT Media under a CC0 framework, the CC0 framework allows any other member of the general public to undertake the same activities with the NFT Media as the holder because CC0 abandons the copyright to the NFT Media so a license would no longer be needed to distribute, reproduce, modify, perform and display the NFT Media even if the member of the general public does not own a Project NFT. The NECR-HS License does not restrict NFT creators from making this subsequent decision, but NFT creators willing to foreclose the option should consider providing a covenant not to abandon the copyright in the NFT Media by adopting CC0 or otherwise, as such a covenant could provide holders of Project NFTs with a non-exclusive commercial license with additional certainty that their licensed rights will not be undercut by later actions of the NFT creators.
- b. Section 1.6 – The NECR-HS License includes some basic content standards on use of the NFT Media, and violations of such standards can be the basis for termination of the license. The latter part of the sentence clarifies that projects may delegate the decisions on whether those standards are being violated to a separate DAO, committee or other entity.

5. PR License

- a. No Modifications or Derivative Works – The PR License limits the use of the NFT Media to personal, non-commercial use. Unlike the licenses that grant commercial rights to the NFT owner, the PR license does not grant the NFT owner any rights to create modifications or derivative works of the NFT Media.

6. PR-HS License

- a. No Modifications or Derivative Works – The PR-HS License limits the use of the NFT Media to personal, non-commercial use. Unlike the licenses that grant commercial rights to the NFT owner, the PR-HS license does not grant the NFT owner any rights to create modifications or derivative works of the NFT Media.
- b. Section 1.6 – The PR-HS License includes some basic content standards on use of the NFT Media, and violations of such standards can be the basis for termination of the license. The latter part of the sentence clarifies that projects may delegate the decisions on whether those standards are being violated to a separate DAO, committee or other entity.

7. CC0 License

- a. Applying CC0 – Many of the concepts introduced in the other instances are not applicable in the CC0 context given CC0 is essentially dedicating all rights under copyright and neighboring rights in the NFT Media to the public domain. Thus, the CC0 instance does not include the following:
 - i. Personal or commercial use restrictions
 - ii. Termination of license upon sale or transfer of NFT
 - iii. Termination of license for violation of content standards or other breach

Creators considering the CC0 agreement should read the statements by the Creative Commons about the potential that the CC0 agreement might not be enforceable in some countries. The adoption of the CC0 agreement cannot be reversed.

EXHIBIT 1

“CAN’T BE EVIL” NFT LICENSE

EXCLUSIVE COMMERCIAL RIGHTS WITH NO CREATOR RETENTION (“CBE-ECR”)

By acquiring lawful ownership to a non-fungible token (“**NFT**”) associated with the NFT project made available under this NFT License (“**Project NFT**”) created by the owner or entity that has created this Project NFT (“**Creator**” or “**we**” or “**our**”), you agree to these NFT License Terms and Conditions (the “**Terms**”). When you lawfully own a Project NFT, 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.

1. NFT LICENSE GRANT

- 1.1 NFT Media License. For as long as you lawfully own a Project NFT, Creator grants you an exclusive, perpetual, irrevocable (except as set forth in Section 3.2 below) worldwide license under our copyrights to use, distribute, reproduce, display, perform, modify, and create derivative works of the specific NFT Media linked to your Project NFT for personal and commercial uses, with the right to sublicense such rights through multiple tiers of sublicensees subject to the limitations in Section 1.4, and Articles 2 and 3 of these Terms with Creator being a third party beneficiary to all such sublicenses with the ability to enforce such agreements. This license includes the right to display as a profile picture, display on products or services using the NFT Media or NFT Media Derivatives (as defined below), display on sold merchandise, use in your original content, or to display in a physical or digital museum. All intellectual property rights in and to the NFT Media and any other intellectual property rights of Creator not expressly licensed herein are reserved by Creator.
- 1.2 Modifications and Derivative Works. We understand that you may want to create derivative works of the NFT Media (“**Your NFT Media Derivatives**”) and we allow you to do so under the scope of the license granted above. However, you acknowledge and agree that (a) the subsequent lawful owner of the Project NFT may create its own derivatives of the NFT Media and (b) other owners of their own Project NFTs and the associated artwork, images, video, content or other works of authorship linked to such Project NFT (“**Other Project NFT Media**”) may also create their own derivatives of the Other Project NFT Media (each of them “**Other NFT Media Derivatives**”).

These Other NFT Media Derivatives may be similar or identical to Your NFT Media Derivatives. Accordingly, on behalf of yourself and your heirs, successors and assigns, you irrevocably covenant and agree not to assert or bring any suit, claim, demand or challenge against (a) Creator or its past, present and future parents, affiliates or licensees (or any of their partners, members, employees, officers, directors, contractors, agents and equityholders) in connection with their use, distribution, reproduction, display, perform, modification, and creation of derivative works of any NFT Media prior to the grant of this license or any of their own Other NFT Media Derivatives or (b) any other Project NFT owner or its past, present and future parents, affiliates or licensees (or any of their partners, members, employees, officers, directors, contractors, agents and equityholders) in connection with the use, distribution, reproduction, display, perform, modification, and creation of derivative works of the Other Project NFT Media or any of their Other NFT Media Derivatives. The foregoing is the case even if such Other NFT Media or Other NFT Media Derivatives is similar to or the same as any of Your NFT Media Derivatives that have been created by you.

- 1.3 No Rights to Trademarks. Nothing in these Terms is meant to grant you any rights to any logos, trademarks, service marks, and trade dress associated with Creator or the Project NFTs (“**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, in any NFT Media Derivatives, or to advertise or promote any other products or services.

- 1.4 **Transfer and Sublicensing.** The licenses granted in these Terms are non-transferrable, except that if you lawfully transfer ownership of your Project NFT, the license to the NFT Media in Section 1.1 to you shall terminate upon the effective date of such transfer, and such licenses will be assigned to the new owner of the Project NFT associated with such NFT Media. As a condition to sales, transfers or similar transactions of the Project NFTs, the transferee agrees upon the acquisition of the Project NFT that (a) the transferee is not a Restricted Party and (b) the transferee accepts these Terms. Further, if you choose to sublicense any of your licensed rights set forth in Section 1.1 above, you are only permitted to do so if any such sublicensees agree (i) that they are not Restricted Parties, (ii) to the same covenant not to assert as set forth in the second to last sentence of Section 1.2, and (iii) that if your licensed rights in Section 1.1 are transferred (such as because you sell your Project NFT), then any such sublicenses you have granted in such licensed rights will automatically terminate. 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 NFT. In such case, any rights granted under these Terms to owners of any Project NFT will only be granted to the lawful owners of such Project NFT 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).
- 1.5 **Third Party Content.** The Creator hereby represents and warrants to you that all of the copyrights in the NFT Media are owned by the Creator, and does not contain (a) any artwork, images, video, content or other works of authorship, (b) logos, trademarks, service marks, or trade dress or rights of personality in which the relevant intellectual property rights are not owned by the Creator (“**Third Party Content**”), provided that the foregoing shall not apply if the Creator has obtained a license to such Third Party Content consistent with the licenses under this Agreement or the Creator has supplemented this NFT License with an additional license that governs your right to use such Third Party Content.
- 1.6 **Restrictions.** If a Project NFT is fractionalized into smaller ownership interests (which may be represented by other tokens), the rights licensed hereunder do not transfer to each of the owners of such fractionalized interests in the Project NFT, but are only granted to those who own all fractionalized interests in a Project NFT or as may otherwise be agreed by the owners of such fractionalized interests if each of such owners agree that (a) the owner is not a Restricted Party and (b) the owner accepts these Terms. In order to purchase the Project NFT 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. **DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION**

- 2.1 **Disclaimers.** YOUR ACCESS TO AND USE OF THE PROJECT NFT AND NFT MEDIA IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CREATOR, ITS PARENTS, AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS AND EQUITYHOLDERS (THE “**CREATOR 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 NFTS AND

NFT MEDIA. THE CREATOR 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 NFTS AND NFT 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 NFTS AND NFT 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 NFTS AND NFT MEDIA. THE PROJECT NFTS AND NFT MEDIA ARE INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY.

- 2.2 Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE CREATOR 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 NFT OR THE NFT MEDIA), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE PROJECT NFTS AND NFT MEDIA OR THESE TERMS AND WHETHER IN CONTRACT, PRODUCT LIABILITY OR TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF THE CREATOR 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 NFTS AND NFT MEDIA. THE MAXIMUM AGGREGATE LIABILITY OF THE CREATOR 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 NFT. 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.
- 2.3 Assumption of Risk. THE VALUE OF THE PROJECT NFTS 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 NFT AND NFT MEDIA.
- 2.4 Fundamental Elements. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE CREATOR ENTITIES AND YOU.
- 2.5 Template Provider Disclaimers. You and Creator each agree and acknowledge and agree that (i) these terms are based on a template that has been provided for public use, and (ii) 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, (iii) 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 creator, and (iv) these terms might not reflect all current updates to the law or applicable interpretive guidance.
- 2.6 Indemnification. By entering into these Terms and accessing or using the Project NFTs or NFT Media, you agree that you shall defend, indemnify and hold the Creator Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees

and costs) incurred by the Creator 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 NFT or NFT Media; (iv) any modifications to or derivative works of the NFT Media you create, or (v) any fraud, negligence or wilful misconduct committed by you. For these limited purposes, the Creator Entities (other than the Creator) are third party beneficiaries of the Terms.

3. ADDITIONAL PROVISIONS

- 3.1 Additional Features. Creator may choose to make additional features, access, content, items or other benefits available to owners of Project NFTs (“**Additional Features**”). Creator has no duty or obligation to provide you with any Additional Features, and you should not expect any Additional Features when acquiring a Project NFT. Additional Features may be subject to additional terms and conditions, which may be presented to you at the time they are made available.
- 3.2 Termination of License. If you materially breach any of the provisions of these Terms, Creator may terminate all of the licenses granted to you under these Terms. Creator 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 actually received. Upon the termination of your licenses, you shall cease all use of the rights granted in Article 1, including, without limitation, ceasing all marketing, distribution, or sale of goods, services and media that feature the NFT Media and shall cease all further use of the NFT Media (including any NFT Media Derivatives), and all sublicenses you have granted in the NFT 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 Creator or you: Sections 1.3, 1.4, 1.6, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.3 and 3.4. Termination will not limit any of Creator’s other rights or remedies at law or in equity.
- 3.3 Miscellaneous. These Terms constitutes the entire and exclusive understanding and agreement between Creator and you regarding the Project NFT and NFT Media and supersedes and replaces any and all prior oral or written understandings or agreements between Creator and you regarding the Project NFT and NFT Media. 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 Creator. 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.
- 3.4 Governing Law & Arbitration. You and Creator 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 Creator 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 laws provisions. Any dispute arising out of or related to these Terms is personal to you and Creator and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and Creator 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 Creator 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.

EXHIBIT 2

“CAN’T BE EVIL” NFT LICENSE

NON-EXCLUSIVE COMMERCIAL RIGHTS (“CB-NECR”)

By acquiring lawful ownership to a non-fungible token (“**NFT**”) associated with the NFT project made available under this NFT License (“**Project NFT**”) created by the owner or entity that has created this Project NFT (“**Creator**” or “**we**” or “**our**”), you agree to these NFT License Terms and Conditions (the “**Terms**”). When you lawfully own a Project NFT, 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.

1. **NFT LICENSE GRANT**

- 1.1 **NFT Media License.** For as long as you lawfully own a Project NFT, Creator grants you a non-exclusive, perpetual, irrevocable (except as set forth in Section 3.2 below) worldwide license under our copyrights to use, distribute, reproduce, display, perform, modify, and create derivative works of the specific NFT Media linked to your Project NFT for personal and commercial uses, with the right to sublicense such rights through multiple tiers of sublicensees subject to the limitations in Section 1.4, and Articles 2 and 3 of these Terms with Creator being a third party beneficiary to all such sublicenses with the ability to enforce such agreements. This license includes the right to display as a profile picture, display on products or services using the NFT Media or NFT Media Derivatives (as defined below), display on sold merchandise, use in your original content, or to display in a physical or digital museum. All intellectual property rights in and to the NFT Media and any other intellectual property rights of Creator not expressly licensed herein are reserved by Creator.
- 1.2 **Modifications and Derivative Works.** We understand that you may want to create derivative works of the NFT Media (“**Your NFT Media Derivatives**”) and we allow you to do so under the scope of the license granted above. However, you acknowledge and agree that (a) we may also create our own future derivatives of the NFT Media, (b) the subsequent lawful owner of the Project NFT may create its own derivatives of the NFT Media and (c) other owners of their own Project NFTs and the associated artwork, images, video, content or other works of authorship linked to such Project NFT (“**Other Project NFT Media**”) may also create their own derivatives of the Other Project NFT Media (each of them “**Other NFT Media Derivatives**”).

These Other NFT Media Derivatives may be similar or identical to Your NFT Media Derivatives. Accordingly, on behalf of yourself and your heirs, successors and assigns, you irrevocably covenant and agree not to assert or bring any suit, claim, demand or challenge against (a) Creator or its past, present and future parents, affiliates or licensees (or any of their partners, members, employees, officers, directors, contractors, agents and equityholders) in connection with their use, distribution, reproduction, display, perform, modification, and creation of derivative works of any NFT Media or any of their own Other NFT Media Derivatives or (b) any other Project NFT owner or its past, present and future parents, affiliates or licensees (or any of their partners, members, employees, officers, directors, contractors, agents and equityholders) in connection with the use, distribution, reproduction, display, perform, modification, and creation of derivative works of the Other Project NFT Media or any of their Other NFT Media Derivatives. The foregoing is the case even if such Other NFT Media or Other NFT Media Derivatives is similar to or the same as any of Your NFT Media Derivatives that have been created by you.

- 1.3 **No Rights to Trademarks.** Nothing in these Terms is meant to grant you any rights to any logos, trademarks, service marks, and trade dress associated with Creator or the Project NFTs (“**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, in any NFT Media Derivatives, or to advertise or promote any other products or services.

- 1.4 Transfer and Sublicensing. The licenses granted in these Terms are non-transferrable, except that if you lawfully transfer ownership of your Project NFT, the license to the NFT Media in Section 1.1 to you shall terminate upon the effective date of such transfer, and such licenses will be assigned to the new owner of the Project NFT associated with such NFT Media. As a condition to sales, transfers or similar transactions of the Project NFTs, the transferee agrees upon the acquisition of the Project NFT that (a) the transferee is not a Restricted Party and (b) the transferee accepts these Terms. Further, if you choose to sublicense any of your licensed rights set forth in Section 1.1 above, you are only permitted to do so if any such sublicensees agree (i) that they are not Restricted Parties (ii) to the same covenant not to assert as set forth in the second to last sentence of Section 1.2, and (iii) that if your licensed rights in Section 1.1 are transferred (such as because you sell your Project NFT), then any such sublicensees you have granted in such licensed rights will automatically terminate. 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 NFT. In such case, any rights granted under these Terms to owners of any Project NFT will only be granted to the lawful owners of such Project NFT 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).
- 1.5 Third Party Content. The Creator hereby represents and warrants to you that all of the copyrights in the NFT Media are owned by the Creator, and does not contain (a) any artwork, images, video, content or other works of authorship, (b) logos, trademarks, service marks, or trade dress or rights of personality in which the relevant intellectual property rights are not owned by the Creator (“**Third Party Content**”), provided that the foregoing shall not apply if the Creator has obtained a license to such Third Party Content consistent with the licenses under this Agreement or the Creator has supplemented this NFT License with an additional license that governs your right to use such Third Party Content.
- 1.6 Restrictions. If a Project NFT is fractionalized into smaller ownership interests (which may be represented by other tokens), the rights licensed hereunder do not transfer to each of the owners of such fractionalized interests in the Project NFT, but are only granted to those who own all fractionalized interests in a Project NFT or as may otherwise be agreed by the owners of such fractionalized interests if each of such owners agree that (a) the owner is not a Restricted Party and (b) the owner accepts these Terms. In order to purchase the Project NFT 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. DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

- 2.1 Disclaimers. YOUR ACCESS TO AND USE OF THE PROJECT NFT AND NFT MEDIA IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CREATOR, ITS PARENTS, AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS AND EQUITYHOLDERS (THE “CREATOR 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 NFTS AND NFT MEDIA. THE CREATOR 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 NFTS AND NFT 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 NFTS AND NFT 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 NFTS AND NFT MEDIA. THE PROJECT NFTS AND NFT MEDIA ARE INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY.

- 2.2 Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE CREATOR 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 NFT OR THE NFT MEDIA), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE PROJECT NFTS AND NFT MEDIA OR THESE TERMS AND WHETHER IN CONTRACT, PRODUCT LIABILITY OR TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF THE CREATOR 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 NFTS AND NFT MEDIA. THE MAXIMUM AGGREGATE LIABILITY OF THE CREATOR 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 NFT. 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.
- 2.3 Assumption of Risk. THE VALUE OF THE PROJECT NFTS 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 NFT AND NFT MEDIA
- 2.4 Fundamental Elements. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE CREATOR ENTITIES AND YOU.
- 2.5 Template Provider Disclaimers. You and Creator each agree and acknowledge and agree that (i) these terms are based on a template that has been provided for public use, and (ii) 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, (iii) 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 creator, and (iv) these terms might not reflect all current updates to the law or applicable interpretive guidance.

- 2.6 **Indemnification.** By entering into these Terms and accessing or using the Project NFTs or NFT Media, you agree that you shall defend, indemnify and hold the Creator Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Creator 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 NFT or NFT Media; (iv) any modifications to or derivative works of the NFT Media you create, or (v) any fraud, negligence or wilful misconduct committed by you. For these limited purposes, the Creator Entities (other than the Creator) are third party beneficiaries of the Terms.

3. **ADDITIONAL PROVISIONS**

- 3.1 **Additional Features.** Creator may choose to make additional features, access, content, items or other benefits available to owners of Project NFTs ("**Additional Features**"). Creator has no duty or obligation to provide you with any Additional Features, and you should not expect any Additional Features when acquiring a Project NFT. Additional Features may be subject to additional terms and conditions, which may be presented to you at the time they are made available.
- 3.2 **Termination of License.** If you materially breach any of the provisions of these Terms, Creator may terminate all of the licenses granted to you under these Terms. Creator 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 actually received. Upon the termination of your licenses, you shall cease all use of the rights granted in Article 1, including, without limitation, ceasing all marketing, distribution, or sale of goods, services and media that feature the NFT Media and shall cease all further use of the NFT Media (including any NFT Media Derivatives), and all sublicenses you have granted in the NFT 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 Creator or you: Sections 1.3, 1.4, 1.6, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.3 and 3.4. Termination will not limit any of Creator's other rights or remedies at law or in equity.
- 3.3 **Miscellaneous.** These Terms constitutes the entire and exclusive understanding and agreement between Creator and you regarding the Project NFT and NFT Media and supersedes and replaces any and all prior oral or written understandings or agreements between Creator and you regarding the Project NFT and NFT Media. 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 Creator. 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.
- 3.4 **Governing Law & Arbitration.** You and Creator 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 Creator 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 laws provisions. Any dispute arising out of or related to these Terms is personal to you and Creator and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and Creator 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 Creator 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.

EXHIBIT 3

“CAN’T BE EVIL” NFT LICENSE

NON-EXCLUSIVE COMMERCIAL RIGHTS & HATE SPEECH TERMINATION (“CBE-NECR-HS”)

By acquiring lawful ownership to a non-fungible token (“**NFT**”) associated with the NFT project made available under this NFT License (“**Project NFT**”) created by the owner or entity that has created this Project NFT (“**Creator**” or “**we**” or “**our**”), you agree to these NFT License Terms and Conditions (the “**Terms**”). When you lawfully own a Project NFT, 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.

1. NFT LICENSE GRANT

- 1.1 **NFT Media License.** For as long as you lawfully own a Project NFT, Creator grants you a non-exclusive, perpetual, irrevocable (except as set forth in Section 3.2 below) worldwide license under our copyrights to use, distribute, reproduce, display, perform, modify, and create derivative works of the specific NFT Media linked to your Project NFT for personal and commercial uses, with the right to sublicense such rights through multiple tiers of sublicensees subject to the limitations in Section 1.4, and Articles 2 and 3 of these Terms with Creator being a third party beneficiary to all such sublicenses with the ability to enforce such agreements. This license includes the right to display as a profile picture, display on products or services using the NFT Media or NFT Media Derivatives (as defined below), display on sold merchandise, use in your original content, or to display in a physical or digital museum. All intellectual property rights in and to the NFT Media and any other intellectual property rights of Creator not expressly licensed herein are reserved by Creator.
- 1.2 **Modifications and Derivative Works.** We understand that you may want to create derivative works of the NFT Media (“**Your NFT Media Derivatives**”) and we allow you to do so under the scope of the license granted above. However, you acknowledge and agree that (a) we may also create our own future derivatives of the NFT Media, (b) the subsequent lawful owner of the Project NFT may create its own derivatives of the NFT Media and (c) other owners of their own Project NFTs and the associated artwork, images, video, content or other works of authorship linked to such Project NFT (“**Other Project NFT Media**”) may also create their own derivatives of the Other Project NFT Media (each of them “**Other NFT Media Derivatives**”).

These Other NFT Media Derivatives may be similar or identical to Your NFT Media Derivatives. Accordingly, on behalf of yourself and your heirs, successors and assigns, you irrevocably covenant and agree not to assert or bring any suit, claim, demand or challenge against (a) Creator or its past, present and future parents, affiliates or licensees (or any of their partners, members, employees, officers, directors, contractors, agents and equityholders) in connection with their use distribution, reproduction, display, perform, modification, and creation of derivative works of any NFT Media or any of their own Other NFT Media Derivatives or (b) any other Project NFT owner or its past, present and future parents, affiliates or licensees (or any of their partners, members, employees, officers, directors, contractors, agents and equityholders) in connection with the use distribution, reproduction, display, perform, modification, and creation of derivative works of the Other Project NFT Media or any of their Other NFT Media Derivatives. The foregoing is the case even if such Other NFT Media or Other NFT Media Derivatives is similar to or the same as any of Your NFT Media Derivatives that have been created by you.

- 1.3 **No Rights to Trademarks.** Nothing in these Terms is meant to grant you any rights to any logos, trademarks, service marks, and trade dress associated with Creator or the Project NFTs (“**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, in any NFT Media Derivatives, or to advertise or promote any other products or services.

- 1.4 Transfer and Sublicensing. The licenses granted in these Terms are non-transferrable, except that if you lawfully transfer ownership of your Project NFT, the license to the NFT Media in Section 1.1 to you shall terminate upon the effective date of such transfer, and such licenses will be assigned to the new owner of the Project NFT associated with such NFT Media. As a condition to sales, transfers or similar transactions of the Project NFTs, the transferee agrees upon the acquisition of the Project NFT that (a) the transferee is not a Restricted Party and (b) the transferee accepts these Terms. Further, if you choose to sublicense any of your licensed rights set forth in Section 1.1 above, you are only permitted to do so if any such sublicensees agree (i) that they are not Restricted Parties, (ii) to the same covenant not to assert as set forth in the second to last sentence of Section 1.2, and (iii) that if your licensed rights in Section 1.1 are transferred (such as because you sell your Project NFT), then any such sublicenses you have granted in such licensed rights will automatically terminate. 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 NFT. In such case, any rights granted under these Terms to owners of any Project NFT will only be granted to the lawful owners of such Project NFT 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).
- 1.5 Third Party Content. The Creator hereby represents and warrants to you that all of the copyrights in the NFT Media are owned by the Creator, and does not contain (a) any artwork, images, video, content or other works of authorship, (b) logos, trademarks, service marks, or trade dress or rights of personality in which the relevant intellectual property rights are not owned by the Creator (“**Third Party Content**”), provided that the foregoing shall not apply if the Creator has obtained a license to such Third Party Content consistent with the licenses under this Agreement or the Creator has supplemented this NFT License with an additional license that governs your right to use such Third Party Content.
- 1.6 Restrictions. Notwithstanding any of the above, you may not use the NFT 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 Creator’s sole discretion, it being understood that Creator may designate another entity such as a decentralized autonomous organization (“**DAO**”) or committee of a DAO to make this determination in Creator’s place, in which case Creator will be bound by that other entity’s decision. If a Project NFT is fractionalized into smaller ownership interests (which may be represented by other tokens), the rights licensed hereunder do not transfer to each of the owners of such fractionalized interests in the Project NFT, but are only granted to those who own all fractionalized interests in a Project NFT or as may otherwise be agreed by the owners of such fractionalized interests if each of such owners agree that (a) the owner is not a Restricted Party and (b) the owner accepts these Terms. In order to purchase the Project NFT if you are an individual, you must be 18 years of age or older if the age of lawful 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. DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

- 2.1 Disclaimers. YOUR ACCESS TO AND USE OF THE PROJECT NFT AND NFT MEDIA IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CREATOR, ITS PARENTS, AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS AND EQUITYHOLDERS (THE “CREATOR 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 NFTS AND NFT MEDIA. THE CREATOR 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 NFTS AND NFT 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 NFTS AND NFT 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 NFTS AND NFT MEDIA. THE PROJECT NFTS AND NFT MEDIA ARE INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY.
- 2.2 Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE CREATOR 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 NFT OR THE NFT MEDIA), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE PROJECT NFTS AND NFT MEDIA OR THESE TERMS AND WHETHER IN CONTRACT, PRODUCT LIABILITY OR TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF THE CREATOR 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 NFTS AND NFT MEDIA. THE MAXIMUM AGGREGATE LIABILITY OF THE CREATOR 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 NFT. 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.
- 2.3 Assumption of Risk. THE VALUE OF THE PROJECT NFTS 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 NFT AND NFT MEDIA
- 2.4 Fundamental Elements. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE CREATOR ENTITIES AND YOU.
- 2.5 Template Provider Disclaimers. You and Creator each agree and acknowledge and agree that (i) these terms are based on a template that has been provided for public use, and (ii) 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, (iii) 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 creator, and (iv) these terms might not reflect all current updates to the law or applicable interpretive guidance.

- 2.6 **Indemnification**. By entering into these Terms and accessing or using the Project NFTs or NFT Media, you agree that you shall defend, indemnify and hold the Creator Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) incurred by the Creator 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 NFT or NFT Media; (iv) any modifications to or derivative works of the NFT Media you create, or (v) any fraud, negligence or wilful misconduct committed by you. For these limited purposes, the Creator Entities (other than the Creator) are third party beneficiaries of the Terms.

3. **ADDITIONAL PROVISIONS**

- 3.1 **Additional Features**. Creator may choose to make additional features, access, content, items or other benefits available to owners of Project NFTs (“**Additional Features**”). Creator has no duty or obligation to provide you with any Additional Features, and you should not expect any Additional Features when acquiring a Project NFT. Additional Features may be subject to additional terms and conditions, which may be presented to you at the time they are made available.
- 3.2 **Termination of License**. If you materially breach any of the provisions of these Terms, Creator may terminate all of the licenses granted to you under these Terms. Creator 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 actually received. Upon the termination of your licenses, you shall cease all use of the rights granted in Article 1, including, without limitation, ceasing all marketing, distribution, or sale of goods, services and media that feature the NFT Media and shall cease all further use of the NFT Media (including any NFT Media Derivatives), and all sublicenses you have granted in the NFT 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 Creator or you: Sections 1.3, 1.4, 1.6, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.3 and 3.4. Termination will not limit any of Creator’s other rights or remedies at law or in equity.
- 3.3 **Miscellaneous**. These Terms constitutes the entire and exclusive understanding and agreement between Creator and you regarding the Project NFT and NFT Media and supersedes and replaces any and all prior oral or written understandings or agreements between Creator and you regarding the Project NFT and NFT Media. 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 Creator. 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.
- 3.4 **Governing Law & Arbitration**. You and Creator 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 Creator 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 laws provisions. Any dispute arising out of or related to these Terms is personal to you and Creator and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and Creator 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 Creator 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.

EXHIBIT 4

“CAN’T BE EVIL” NFT LICENSE

PERSONAL LICENSE (“CBE-PR”)

By acquiring lawful ownership to a non-fungible token (“NFT”) associated with the NFT project made available under this NFT License (“**Project NFT**”) created by the owner or entity that has created this Project NFT (“**Creator**” or “**we**” or “**our**”), you agree to these NFT License Terms and Conditions (the “**Terms**”). When you lawfully own a Project NFT, 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.

1. NFT LICENSE GRANT

- 1.1 NFT Media License. For as long as you lawfully own a Project NFT, Creator grants you a non-exclusive, perpetual, irrevocable (except as set forth in Section 3.2 below)] worldwide license under our copyrights to use, distribute, reproduce, display, and perform (but not modify) the specific NFT Media linked to your Project NFT for personal non-commercial uses, with the right to sublicense such rights solely to third parties to enable the right to display the NFT Media, with Creator being a third party beneficiary to all such sublicenses with the ability to enforce such agreements. This license includes the right to display NFT Media as a profile picture. All intellectual property rights in and to the NFT Media and any other intellectual property rights of Creator not expressly licensed herein are reserved by Creator.
- 1.2 Reserved.
- 1.3 No Rights to Trademarks. Nothing in these Terms is meant to grant you any rights to any logos, trademarks, service marks, and trade dress associated with Creator or the Project NFTs (“**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.
- 1.4 Transfer and Sublicensing. The licenses granted in these Terms are non-transferrable, except that if you lawfully transfer ownership of your Project NFT, the license to the NFT Media in Section 1.1 to you shall terminate upon the effective date of such transfer, and such licenses will be assigned to the new owner of the Project NFT associated with such NFT Media. As a condition to sales, transfers or similar transactions of the Project NFTs, the transferee agrees upon the acquisition of the Project NFT that (a) the transferee is not a Restricted Party and (b) the transferee accepts these Terms. Further, if you choose to sublicense any of your licensed rights set forth in Section 1.1 above, you are only permitted to do so if any such sublicensees agree (i) that they are not Restricted Parties and (ii) that if your licensed rights in Section 1.1 are transferred (such as because you sell your Project NFT), then any such sublicenses you have granted in such licensed rights will automatically terminate. 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 NFT. In such case, any rights granted under these Terms to owners of any Project NFT will only be granted to the lawful owners of such Project NFT 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).
- 1.5 Third Party Content. The Creator hereby represents and warrants to you that all of the copyrights in the NFT Media are owned by the Creator, and does not contain (a) any artwork, images, video, content or other works of authorship, (b) logos, trademarks, service marks, or trade dress or rights of

personality in which the relevant intellectual property rights are not owned by the Creator (“**Third Party Content**”), provided that the foregoing shall not apply if the Creator has obtained a license to such Third Party Content consistent with the licenses under this Agreement or the Creator has supplemented this NFT License with an additional license that governs your right to use such Third Party Content.

- 1.6 Restrictions. If a Project NFT is fractionalized into smaller ownership interests (which may be represented by other tokens), the rights licensed hereunder do not transfer to each of the owners of such fractionalized interests in the Project NFT, but are only granted to those who own all fractionalized interests in a Project NFT or as may otherwise be agreed by the owners of such fractionalized interests if each of such owners agree that (a) the owner is not a Restricted Party and (b) the owner accepts these Terms. In order to purchase the Project NFT 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. **DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION**

- 2.1 Disclaimers. YOUR ACCESS TO AND USE OF THE PROJECT NFT AND NFT MEDIA IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CREATOR, ITS PARENTS, AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS AND EQUITYHOLDERS (THE “**CREATOR 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 NFTS AND NFT MEDIA. THE CREATOR 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 NFTS AND NFT 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 NFTS AND NFT 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 NFTS AND NFT MEDIA. THE PROJECT NFTS AND NFT MEDIA ARE INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY.
- 2.2 Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE CREATOR 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 NFT OR THE NFT MEDIA), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE PROJECT NFTS AND NFT MEDIA OR THESE TERMS AND WHETHER IN CONTRACT, PRODUCT LIABILITY OR TORT

(INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF THE CREATOR 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 NFTS AND NFT MEDIA. THE MAXIMUM AGGREGATE LIABILITY OF THE CREATOR 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 NFT. 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.

- 2.3 Assumption of Risk. THE VALUE OF THE PROJECT NFTS 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 NFT AND NFT MEDIA
- 2.4 Fundamental Elements. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE CREATOR ENTITIES AND YOU.
- 2.5 Template Provider Disclaimers. You and Creator each agree and acknowledge and agree that (i) these terms are based on a template that has been provided for public use, and (ii) 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, (iii) 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 creator, and (iv) these terms might not reflect all current updates to the law or applicable interpretive guidance.
- 2.6 Indemnification. By entering into these Terms and accessing or using the Project NFTs or NFT Media, you agree that you shall defend, indemnify and hold the Creator Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) incurred by the Creator 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 NFT or NFT Media; or (iv) any fraud, negligence or wilful misconduct committed by you. For these limited purposes, the Creator Entities (other than the Creator) are third party beneficiaries of the Terms.

3. ADDITIONAL PROVISIONS

- 3.1 Additional Features. Creator may choose to make additional features, access, content, items or other benefits available to owners of Project NFTs (“**Additional Features**”). Creator has no duty or obligation to provide you with any Additional Features, and you should not expect any Additional Features when acquiring a Project NFT. Additional Features may be subject to additional terms and conditions, which may be presented to you at the time they are made available.
- 3.2 Termination of License. If you materially breach any of the provisions of these Terms, Creator may terminate all of the licenses granted to you under these Terms. Creator 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 actually 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 NFT Media, and all sublicenses you have granted in the NFT 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 Creator or you: Sections 1.3, 1.4, 1.6, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.3 and 3.4. Termination will not limit any of Creator's other rights or remedies at law or in equity.

- 3.3 Miscellaneous. These Terms constitutes the entire and exclusive understanding and agreement between Creator and you regarding the Project NFT and NFT Media and supersedes and replaces any and all prior oral or written understandings or agreements between Creator and you regarding the Project NFT and NFT Media. 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 Creator. 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.

Governing Law & Arbitration. You and Creator 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 Creator 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 laws provisions. Any dispute arising out of or related to these Terms is personal to you and Creator and will not be brought as a class arbitration, class action or any other type of representative proceeding. **You and Creator 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 Creator 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.

EXHIBIT 5

“CAN’T BE EVIL” NFT LICENSE

PERSONAL LICENSE WITH HATE SPEECH TERMINATION (“CBE-PR-HS”)

By acquiring lawful ownership to a non-fungible token (“**NFT**”) associated with the NFT project made available under this NFT License (“**Project NFT**”) created by the owner or entity that has created this Project NFT (“**Creator**” or “**we**” or “**our**”), you agree to these NFT License Terms and Conditions (the “**Terms**”). When you lawfully own a Project NFT, 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.

1. NFT LICENSE GRANT

- 1.1 **NFT Media License.** For as long as you lawfully own a Project NFT, Creator grants you a non-exclusive, perpetual, irrevocable (except as set forth in Section 3.2 below) worldwide license under our copyrights to use, distribute, reproduce, display, and perform (but not modify) the specific NFT Media linked to your Project NFT for personal, non-commercial uses, with the right to sublicense such rights solely to third parties to enable the right to display the NFT Media, with Creator being a third party beneficiary to all such sublicenses with the ability to enforce such agreements. This license includes the right to display NFT Media as a profile picture. All intellectual property rights in and to the NFT Media and any other intellectual property rights of Creator not expressly licensed herein are reserved by Creator.
- 1.2 **Reserved.**
- 1.3 **No Rights to Trademarks.** Nothing in these Terms is meant to grant you any rights to any logos, trademarks, service marks, and trade dress associated with Creator or the Project NFTs (“**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.
- 1.4 **Transfer and Sublicensing.** The licenses granted in these Terms are non-transferrable, except that if you lawfully transfer ownership of your Project NFT, the license to the NFT Media in Section 1.1 to you shall terminate upon the effective date of such transfer, and such licenses will be assigned to the new owner of the Project NFT associated with such NFT Media. As a condition to sales, transfers or similar transactions of the Project NFTs, the transferee agrees upon the acquisition of the Project NFT that (a) the transferee is not a Restricted Party and (b) the transferee accepts these Terms. Further, if you choose to sublicense any of your licensed rights set forth in Section 1.1 above, you are only permitted to do so if any such sublicensees agree (i) that they are not Restricted Parties and (ii) that if your licensed rights in Section 1.1 are transferred (such as because you sell your Project NFT), then any such sublicenses you have granted in such licensed rights will automatically terminate. 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 NFT. In such case, any rights granted under these Terms to owners of any Project NFT will only be granted to the lawful owners of such Project NFT 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).

- 1.5 **Third Party Content.** The Creator hereby represents and warrants to you that all of the copyrights in the NFT Media are owned by the Creator, and does not contain (a) any artwork, images, video, content or other works of authorship, (b) logos, trademarks, service marks, or trade dress or rights of personality in which the relevant intellectual property rights are not owned by the Creator (“**Third Party Content**”), provided that the foregoing shall not apply if the Creator has obtained a license to such Third Party Content consistent with the licenses under this Agreement or the Creator has supplemented this NFT License with an additional license that governs your right to use such Third Party Content.
- 1.6 **Restrictions.** Notwithstanding any of the above, you may not use the NFT 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 Creator’s sole discretion, it being understood that Creator may designate another entity such as a decentralized autonomous organization (“**DAO**”) or committee of a DAO to make this determination in Creator’s place, in which case Creator will be bound by that other entity’s decision. If a Project NFT is fractionalized into smaller ownership interests (which may be represented by other tokens), the rights licensed hereunder do not transfer to each of the owners of such fractionalized interests in the Project NFT, but are only granted to those who own all fractionalized interests in a Project NFT or as may otherwise be agreed by the owners of such fractionalized interests if each of such owners agree that (a) the owner is not a Restricted Party and (b) the owner accepts these Terms. In order to purchase the Project NFT 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. **DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION**

- 2.1 **Disclaimers.** YOUR ACCESS TO AND USE OF THE PROJECT NFT AND NFT MEDIA IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CREATOR, ITS PARENTS, AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS AND EQUITYHOLDERS (THE “**CREATOR 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 NFTS AND NFT MEDIA. THE CREATOR 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 NFTS AND NFT 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 NFTS AND NFT 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 NFTS AND NFT MEDIA. THE PROJECT NFTS AND NFT MEDIA ARE INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY.
- 2.2 **Limitations of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE CREATOR 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 NFT OR THE NFT MEDIA), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE PROJECT NFTS AND NFT MEDIA OR THESE TERMS AND WHETHER IN CONTRACT, PRODUCT LIABILITY OR TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF THE CREATOR 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 NFTS AND NFT MEDIA. THE MAXIMUM AGGREGATE LIABILITY OF THE CREATOR 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 NFT. 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.

- 2.3 Assumption of Risk. THE VALUE OF THE PROJECT NFTS 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 NFT AND NFT MEDIA.
- 2.4 Fundamental Elements. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE CREATOR ENTITIES AND YOU.
- 2.5 Template Provider Disclaimers. You and Creator each agree and acknowledge and agree that (i) these terms are based on a template that has been provided for public use, and (ii) 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, (iii) 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 creator, and (iv) these terms might not reflect all current updates to the law or applicable interpretive guidance.
- 2.6 Indemnification. By entering into these Terms and accessing or using the Project NFTs or NFT Media, you agree that you shall defend, indemnify and hold the Creator Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) incurred by the Creator 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 NFT or NFT Media; or (iv) any fraud, negligence or wilful misconduct committed by you. For these limited purposes, the Creator Entities (other than the Creator) are third party beneficiaries of the Terms.

3. ADDITIONAL PROVISIONS

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

- 3.2 Termination of License. If you materially breach any of the provisions of these Terms, Creator may terminate all of the licenses granted to you under these Terms. Creator 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 actually 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 NFT Media, and all sublicenses you have granted in the NFT 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 Creator or you: Sections 1.3, 1.4, 1.6, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.3 and 3.4. Termination will not limit any of Creator's other rights or remedies at law or in equity.
- 3.3 Miscellaneous. These Terms constitutes the entire and exclusive understanding and agreement between Creator and you regarding the Project NFT and NFT Media and supersedes and replaces any and all prior oral or written understandings or agreements between Creator and you regarding the Project NFT and NFT Media. 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 Creator. 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.
- 3.4 Governing Law & Arbitration. You and Creator 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 Creator 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 laws provisions. Any dispute arising out of or related to these Terms is personal to you and Creator and will not be brought as a class arbitration, class action or any other type of representative proceeding. **You and Creator 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 Creator 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.

EXHIBIT 6

“CAN’T BE EVIL” NFT LICENSE

CC0 (“CBE-CC0”)

By acquiring lawful ownership to a non-fungible token (“**NFT**”) associated with the NFT project made available under this NFT License (“**Project NFT**”) created by the owner or entity that has created this Project NFT (“**Creator**” or “**we**” or “**our**”) or by using, distributing, reproducing, displaying, performing, modifying, or creating derivative works of any associated artwork, images, video, content or other works of authorship linked to a specific Project NFT which was developed by Creator (the “**NFT Media**”), you agree to these NFT License Terms and Conditions (the “**Terms**”). When you lawfully own a Project NFT, 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 NFT Media are only as outlined below.

1. APPLICATION OF CC0

- 1.1 Applying CC0 to NFT Media. Creator hereby makes all NFT Media linked to a Project NFT freely available for use by the public under the terms of the Creative Commons CC0 1.0 Universal, a copy of which is available here – <https://creativecommons.org/publicdomain/zero/1.0/legalcode> (“**CC0 Agreement**”).
- 1.2 Restrictions. In order to purchase the Project NFT 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**”).
- 1.3 Template Provider Disclaimers. You and Creator each agree and acknowledge and agree that (i) these terms are based on a template that has been provided for public use as well as the CC0 Agreement developed by Creative Commons which is subject to the terms at www.creativecommons.org/terms, and (ii) 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, (iii) 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 creator, and (iv) these terms might not reflect all current updates to the law or applicable interpretive guidance.

2. ADDITIONAL PROVISIONS

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

2.2 Miscellaneous. These Terms and the Creative Commons CC0 1.0 Universal agreement constitutes the entire and exclusive understanding and agreement between the Creator and you regarding the Project NFT and NFT Media and supersedes and replaces any and all prior oral or written understandings or agreements between Creator and you regarding the Project NFT and NFT Media. 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 may be freely assigned by Creator. 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. 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 laws provisions.