## **End User License Agreement (EULA)**

Congratulations! You own an NFT titled metaEstates\_VILLA, which is associated with digital content (the "Associated Content") made by LUISFERN5 ("Creator"). Here is some important information regarding your NFT and the rights that travel with its ownership:

- 1. <u>Ownership.</u> By purchasing this NFT, you own the digital image(s) of the Associated Content with which it is associated, and the NFT itself is proof of this ownership.
- 2. <u>Included Rights</u>. Unless otherwise provided in writing, you receive no intellectual property or other rights with your ownership of this NFT or the Associated Content. This means that normally the only rights you have are:
  - to own the NFT;
  - to display the NFT and the Associated Content; and
  - to sell or trade the NFT.

With regard to this particular NFT, you also receive the following rights:

Educational - The NFT and Associated Content may be used and/or copied for:

- use in classroom materials.
- use in a live presentation or lecture for educational purposes.
- use in online/on-demand presentations recorded and presented for educational purposes.
- the purpose of display in exhibitions in the metaverse and in the physical world in educational and/or non-commercial settings such as universities and museums.

Non-Commercial - The NFT and Associated Content may be used and/or copied for:

- use in educational purposes (as listed above under "Educational").
- use in promotional/marketing materials for NFT owner's non-commercial activities and events.
- use in Nonprofit Fundraising activities and events.

**Commercial -** The NFT and Associated Content may be used and/or copied for:

- creating a digital space for producing and selling merchandise.
- creating products that may be sold commercially for profit.
- use in any kind of advertising for products and services owned and/or belonging to the NFT owner
- entertainment purposes including but not limited to live theater, musical performances, projection screening, or any other public and commercial use.

## Remix/Derivative

- NFT owner may integrate the entire NFT and Associated Content, or any portion thereof, into any remixed or derivative work created by the NFT owner.
- NFT owner may integrate the entire NFT and Associated Content, or any portion thereof, into any new work inspired/informed by the original NFT content.

- 3. <u>Copyright Law</u>. If you do anything with the The NFT and Associated Content without permission from the copyright owner (in this case, the Creator), you risk being in violation of copyright law, and such unpermitted use or exploitation may result in infringement of the Creator's intellectual property and/or moral rights. All of the rules and regulations established by copyright law apply to the content of your NFT in the same way as they are applied to tangible, physical works of art.
- 4. <u>Rights Dependent on Ownership</u>. Any rights to use the NFT and Associated Content as set out in this EULA are contingent on the actual ownership of the NFT (and its presence in your crypto wallet). As set forth below in section 8, once you transfer or sell ownership to a new owner, your rights to use the NFT and Associated Content are immediately terminated.
- 5. <u>Derivative Uses</u>. If you wish to do anything with the Artwork that is not specifically allowed under copyright law or pursuant to the terms set out in section 3 above, you must first get permission from the copyright owner (in this case, the Creator).
- 6. <u>Credit</u>. The owner agrees that the NFT and all reproductions and derivatives will be credited to the Creator as follows: metaEstates\_VILLA x @LUISFERN5
- 7. <u>Applicable Terms of Service</u>. This NFT was originally produced and sold on <u>MetaMundo.co</u> which is a marketplace that maintains its own Terms and Conditions. Some or all of those Terms and Conditions may continue to be relevant to your ownership of this NFT, so it is a good idea to make a note of this link and refer back to it in the event you have other questions as to the rights regarding your NFT.
- 8. <u>Sale/Transfer</u>. You are free to sell or otherwise transfer this NFT at any time. Upon sale or transfer, any rights you enjoyed in the NFT and the associated content shall automatically cease and shall irrevocably transfer in full to the new purchaser or transferee and you shall no longer be entitled to claim any such rights or otherwise avail yourself of any other benefits of ownership stated in this documents, including but not limited to using the associated files for any purpose. You will remove all files associated with this NFT in any format from any platforms, software, environments, engines, or any other location where you have placed copies which may be stored or viewable.
- 9. <u>Resale Royalties</u>. You additionally acknowledge and agree that there is a resale royalty embedded in this NFT and that the percentage of that resale royalty will be paid out of any amount you receive when you sell or transfer this NFT. If you do not conduct such sale or transfer of this NFT via a marketplace that recognizes these terms and that will automatically send that resale royalty to the Artist, you may be held personally responsible for the amount that should have been paid to the Artist upon resale.