

## Legal Terms of Service

This Agreement (hereinafter referred to as the "Agreement") constitutes a legally binding agreement that is made by and between the artist know by the name of Anne Ahau, creator of the art collection Spirits of the Galaxy (hereinafter referred to as "Licensor" of "Artist") and the NFT Buyer (hereinafter referred to as the "Licensee" or "Purchaser" or "You" or "Your").

This Agreement becomes effective at the time You purchase Your Spirits of the Galaxy NFT from a secondary marketplace e.g. Opensea.io. If You do not agree with any of the terms in this Agreement, Your only recourse is to refrain from purchasing an Anne Ahau Spirits of the Galaxy NFT.

Now therefor in consideration of the premises and the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration as set forth herein, Licensor and Licensee agree as follows:

### Definitions

- A] "Agreement" means the entire content of this document.
- B] "Spirit of the Galaxy NFTs" shall mean and refer to Licensor's creation of unique digital collectibles, also known as a NFTs, that is managed entirely by the Ethereum network and the respective smart contract on that network.
- C] "NFT" shall mean any blockchain-tracked, non-fungible token, also referred to as a 'token.'
- D] "Purchased NFT" meaning an Anne Ahau Spirit of the Galaxy NFT that You own in Your Ethereum wallet that You have continual access to.
- E] "Smart Contract" shall mean lines of code or a transaction protocol which is intended to automatically execute, control, or document basic relevant events and actions according to the terms of an agreement. The code and the agreements contained therein exist across a distributed, decentralized blockchain network.
- F] "Permissible Work" or "Art" shall mean the art contained in the Anne Ahau Spirits of the Galaxy NFTs that You own.
- G] "Website" shall mean the spiritsofthegalaxy.art website and by extension, any of the associated Anne Ahau websites, webpages and social media pages, these include but are not limited to, Twitter and Instagram.
- F] "Marketplace" shall mean the online trading platform for the Spirits of the Galaxy NFT's (e.g. Opensea.io)

### 1. Legal age

- A] You declare that you have reached the age of majority and therefore have the right to make decisions regarding transactions and purchase of Spirits of the Galaxy NFT's. It is your sole responsibility to inquire about the existing laws and regulations regarding the age limitation for the activities available on the Website and/or Marketplace in the jurisdiction of the territory where you reside.

### 2. Conditions

- A] By accessing the spiritsofthegalaxy.art website or purchasing an Anne Ahau Spirits of the Galaxy NFT from a Marketplace, You agree to comply with and be bound by this Agreement.
- B] Anne Ahau reserves the right to update the terms and conditions of this Agreement. Your continued use of the Website, and/or Your continuing to own an Anne Ahau Spirits of the Galaxy NFT in Your Ethereum wallet, following an update to this Agreement, shall constitute Your continued acceptance and agreement to such change.

- C] This Website, its connected services, and social media sites are provided “as is” and “as available” without warranty of any kind.

#### **Marketplace**

- A] Anne Ahau Spirits of the Galaxy NFTs are a collection of digital artworks (NFTs) running on the Ethereum network. The collection can only be purchased via a third party Marketplace, allowing participants to exchange digital collectibles. Users are entirely responsible for the safety and management of their own private Ethereum wallets and validating all transactions and contracts generated by this Marketplace before approval. Furthermore, as the Anne Ahau Spirits of the Galaxy smart contract runs on the Ethereum network, there is no ability to undo, reverse, or restore any transactions once completed. Anne Ahau has no control over gas fees collected by Ethereum miners.
- B] You represent and warrant that You understand the cryptocurrencies and NFT market, along with its associated risks, expenses, and fees. To initiate certain transactions on the Marketplace, You must voluntarily invoke one or more smart contract operations from an Ethereum Wallet. All such transactions on the Marketplace, including sale or purchases of NFTs are initiated through one or more smart contracts at Your sole discretion and complete risk. The smart contracts are configured to facilitate the execution of a sale or transfer of an NFT. You acknowledge the risk of smart contracts and agree to be bound by the outcome of any smart contract operation by invoking, calling, requesting, or otherwise engaging with the smart contract, whether or not the smart contract behaves as per Your expectations. You acknowledge and agree that there are risks associated with purchasing and holding NFTs and using blockchain technology.
- C] The Artwork does not form part of and is not embedded in the NFT; rather, the NFT permits access to the Artwork via the Marketplace.

#### **3. Intellectual Property Ownership**

- A] The Artist is the sole author, creator, and owner of the Intellectual Property of the Anne Ahau NFTs, all related Art, designs, branding, names and trademarks. The Artist retains full ownership of all Intellectual Property associated with all such works of Art in and relating to the NFT tokens, branding, designs, names, and Website. The Artist retains the right to use all Art and Intellectual Property for any purpose, including but not limited to; display, marketing, new commercial products, services, and may license others to use the Art for any purpose as well.
- B] The “Anne Ahau” name and “Spirits of the Galaxy” and all trademarks owned by Licensor may not be used by Licensee for commercial purposes, branding, or logos.

#### **4. Non-Exclusive License**

- A] Your purchase of an Anne Ahau Spirits of the Galaxy NFT and holding it in Your own Ethereum wallet, and subject to your continued compliance to the terms and condition of this Agreement, grants you a worldwide, non-exclusive, non-transferable, license to use, copy and display the Art of Your Purchased NFTs, solely for the purpose of personal, non-commercial use and display.
- B] Any commercial use of the Artwork is strictly prohibited without written consent of the Licensor. If you wish to use Your purchased Spirits of the Galaxy NFT for commercial purposes, please contact the Artist to inquire about the possibilities.

#### **5. Resale**

- A] You may resell or otherwise transfer your Anne Ahau Spirits of the Galaxy NFTs to a third party. By purchasing the Anne Ahau Spirits of the Galaxy NFTs, You acknowledge and agree that all terms of this Agreement are binding on any subsequent owner and that You will bind the subsequent owner to all the terms of this Agreement, such that the subsequent owner must bind any succeeding owner to the terms of this Agreement, and so on, thus, causing all owners of the purchased Anne Ahau Spirits of the Galaxy NFTs to be subject to this Agreement.

#### **6. Liability**

- A] The Artist or any of her team members and/or affiliates shall not, under any circumstances, be liable to you or to any third party for any indirect, incidental, special, consequential, or exemplary damages which you may incur, howsoever caused and under any theory of liability, including, without limitation, any loss of profits (whether incurred directly or indirectly), loss of goodwill or business reputation, loss of data, cost of procurement of substitute goods or services, or any other intangible loss, even if Licensor has been advised of the possibility of such damages. This limitation applies regardless of whether such damages are sought based on breach of contract, breach of warranty, negligence, strict liability or any other legal or equitable theory.
- B] Neither the Artist or any of her team members and/or affiliates will have any liability to you if you are not satisfied with the Artwork which is associated with the NFT allocated to you, and you are not required to purchase an NFT associated with an Artwork if you are given the opportunity to purchase one.

#### **7. Jurisdiction and Governing Law**

- A] This Agreement shall be governed in all respects by the laws of the Netherlands and the Dutch laws. Licensor and Licensee consent to jurisdiction of the City of Amsterdam.