

License Agreement

Urban Structures by Posterlad

1. Following the rightful and lawful purchase of NFTs from <https://www.urbanstructures.xyz/>, where proof of such purchase or acquisition is recorded on the blockchain, the ownership of the purchased NFT entitles you to use the NFT in compliance of and within the limits of this license agreement, i.e. to exercise the property rights to the NFTs (hereinafter referred to as the “**License**”). This license agreement provides you with the individual conditions for the use of NFT, or of the digital artwork connected to the NFT (hereinafter referred to as the “**Digital Artwork**”).
2. Such an ownership is similar to owning a physical thing, however the ownership in that sense shall be just a legal construct and used synonym describing such a situation and it does not establish the ownership right to the Digital Artwork.
3. As a part of your NFT ownership, we grant you the License to use the Digital Artwork in the extent and under the conditions stipulated in this license agreement. We hold all the intellectual property rights over the Digital Artwork to grant you the License.
4. For the avoidance of any doubt, your NFT ownership, including the License, does not grant you any right over the underlying artwork used to create the Digital Artwork (neither the copyright, nor other industrial property rights). Nothing in this license agreement will be interpreted to grant you any rights to any copyright or other industrial property rights belonging to us or the third parties. Without our written permission and other confirmations usually needed, you may not use any of it for any commercial use, including to register any domain names or social media accounts using any of our intellectual property or intellectual property of the third parties.
5. The right to use the Digital Artwork is granted to you:
 - (i) royalty-free;
 - (ii) as an exclusive right;
 - (iii) for the legal duration of the proprietary rights over the Digital Artwork;
 - (iv) for the whole world, with no territorial restrictions;
 - (v) only for your own personal, non-commercial use (with the exception of the secondary sale as stated below).
6. The right to use the Digital Artwork is granted to you solely for the following ways of use (**The Code of Permitted Use**):
 - (i) for displaying the Digital Artwork in private (such as to display the NFT in your digital wallet, at home or in a virtual gallery, to set it as a profile video on social media platforms, blogs, digital galleries, or other Internet-based media platforms and other similar operations within the relevant smart contract);
 - (ii) for displaying the Digital Artwork for the purpose of a secondary sale described below, as part of a marketplace that permits the secondary sale of the NFT, provided that the marketplace cryptographically verifies each NFT owner’s rights to display the Digital Artwork for their purchased NFTs to ensure that only the actual owner can display the Digital Artwork.

7. Within the limits of the License, you especially may not (**The Code of Prohibited Use**):
 - (i) profit from, otherwise commercialize [which means any activity that is performed with the intent to generate revenue, such as sale or transfer of items (including NFTs) on any marketplaces, exchanges, platforms, or applications in association with an offer to sell, or trade, creating and selling merchandise, inclusion in physical or digital media, or display within decentralized virtual environments, virtual worlds (metaverses), virtual galleries, virtual museums, or other navigable and perceivable virtual environments, including simultaneous display of multiple copies of the NFTs within one or more virtual environments], fractionalize, or license/sub-license the Digital Artwork and/or the NFT, including in connection with the marketing, advertising, or selling of any third-party product, except as part of a secondary sale described below;
 - (ii) use the Digital Artwork except as incorporated in the NFT, including in movies, videos, or any other form of media or encourage or allow any third party to do so;
 - (iii) use the Digital Artwork to create additional NFTs and NFT projects or collections, and/or to create derivative works of the Digital Artwork and/or the NFT, modify, distort, or make any other changes to the Digital Artwork and/or the NFT in any way or combine the Digital Artwork and/or the NFT with, or embed the Digital Artwork and/or the NFT or into, any digital or other content or media;
 - (iv) use the Digital Artwork and/or the NFT in any manner which infringes upon the rights of any person or legal entity;
 - (v) use the Digital Artwork and/or the NFT in connection with or to promote any illegal activity, intolerance, hatred, cruelty, hate speech, violence, inappropriate or obscene content, or in any other manner which could tarnish or harm the reputation of ours and the third parties, or which could infringe the underlying artwork used to create the Digital Artwork.
8. You may choose not to use the License. The lack of use will not allow us to withdraw from the License; the lack of use will not entitle you to claim the restitution of the purchase price for the NFT nor any part of it.
9. The License will automatically terminate if:
 - (i) you breach any provision of the purchase agreement (as it is usually understood when dealing with NFTs and their purchase) and the smart contract, including, but not limited to, transferring, selling, donating, or otherwise disposing of the NFT in a way not specifically allowed by us and the smart contract;
 - (ii) you use the Digital Artwork in breaching of the terms of the License; and/or if
 - (iii) you engage in unlawful activities related to the NFT in any jurisdiction.
10. The License automatically terminates with transferring the NFT in a secondary sale. Secondary sale means any resale of the NFT consecutively to the first sale of the NFT by us to you. Immediately following any secondary sale, your NFT ownership and any associated License will terminate. Your purchase of, and the transfer of NFT ownership, the NFT is subject to the purchase agreement (as it is usually understood when dealing with NFTs and their purchase), your agreeing to the License and to the smart contract. After a secondary sale, "you" will also refer to the purchaser in such a secondary sale transaction. The License to the new owner is then granted by us. You, being a re-seller of the NFT in a secondary sale, shall cease to have any right over the NFT and the Digital Artwork once the secondary sale is completed.
11. In connection with a secondary sale of the NFT, you undertake to ensure that:
 - (i) you provide notice that any purchaser of a resold NFT will also be subject to the conditions, rights and

obligations as they are stated within the website, and you provide him/her with a link to the website, as well as the Smart Contract for the resold NFT;

(ii) any purchaser on a secondary sale agrees to the conditions, rights and obligations as they are stated within the website, and to the smart contract for the re-sold NFT;

(iii) any secondary sale will be in accordance with applicable laws and regulations, including but not limited to restrictions under trade regulations;

(iv) you have not breached the License nor the Smart Contract for the resold NFT before the secondary sale;

(v) your License has not been terminated before the secondary sale;

(vi) the entire NFT is resold to a single buyer in the secondary sale; for the avoidance of doubt, you may not sell a portion or a fractionalized interest of the NFT in a secondary sale or maintain an interest in the NFT following the secondary sale, including any right to receive any amounts in connection with subsequent secondary sales; and

(vii) the buyer is not a subject to an internationally recognized embargo or that is located in a country that is subject to an internationally recognized embargo, or that has been designated internationally as a terrorist-supporting party (or country) or that is otherwise prohibited or restricted party (or country).

12. Immediately following any secondary sale, your NFT ownership and any associated right you had in connection with it, namely the License, will terminate.
13. We may be entitled to any ongoing NFT payments in case of secondary sale. The right to ongoing NFT payments (if any) is specified in the smart contract for the particular NFT.
14. The License shall cover the use of the Digital Artwork in the scope, in which it is not connected with the NFT, too, regardless of the form of the Digital Artwork *per se*. The License shall apply to such Digital Artwork to the maximum extent possible, to the extent that it does not contradict its nature, in particular to the extent of the Code of Permitted Use and the Code of Prohibited Use.
15. As we may collaborate with third parties to create NFTs which include artwork, images, works of authorship, logos, trademarks, service marks, or other commodities owned by a third party, the License does not extend to any such a third-party content, and you may not use, copy, reproduce, display, create derivative works of, or create new NFTs based on such third-party content, or any portion thereof, for any commercial use, unless we or the applicable third parties expressly provide our consent in writing or by public announcement.

This license agreement shall be effective as of November 1, 2023.