

## **Beeple NFT Terms**

By bidding on, purchasing or otherwise obtaining a blockchain-based non-fungible token created by Beeple Art, LLC (“Beeple”) (“NFT”), you are agreeing to these Beeple NFT Terms by and between you and Beeple (the “Terms”).

The NFT is a limited-edition digital asset that is specifically associated with a work of authorship created by Beeple or its affiliates (the “Artwork”). Although the NFT is sold to its purchaser, the Artwork is licensed and not sold to such purchaser. The Artwork is neither stored nor embedded in the NFT, but is accessible through the NFT. Beeple hereby grants to the owner of the NFT a non-exclusive license, subject to these Terms, to access, perform and/or display the Artwork using the NFT, for the owner’s non-commercial purposes. Except for the license granted above, Beeple and its affiliates retain all right, title and interest in and to the Artwork. If you are the owner of the NFT, you may transfer the NFT to a third party, but, after you do so, your license to the Artwork will immediately terminate.

Beeple, in its sole discretion, may, at a time to be determined by Beeple, provide a physical collectible version of the Artwork (the “Physical Collectible”) to the purchaser or then-current holder of the NFT, subject to confirmation of the NFT holder’s identity and mailing address.

Beeple provides the NFT and Physical Collectible, and licenses the Artwork to the owner of the NFT, on an “AS IS” basis, and expressly disclaims any warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose. In no event will Beeple be liable for any indirect, incidental, consequential, or other non-direct damages of any kind. The maximum aggregate liability of Beeple for all damages and causes of action, whether in contract, tort (including negligence) or otherwise, shall be \$100. The laws of the United States of America and the State of New York govern all matters arising out of or relating to these Terms without giving effect to any conflict of law principles.