

D.OASIS Licensing Terms

These D.OASIS Licensing Terms (“**D.OASIS Licensing Terms**”) set form the terms and conditions applicable to NFTs solely and exclusively owned or controlled by D.OASIS and other related collectibles (“**D.OASIS Collectibles**”) made available under this website and/or any other related platforms operated by D.OASIS.

By purchasing, bidding and/or acquiring any of D.OASIS Collectibles through this website and/or any other platforms operated by D.OASIS, you acknowledge and agree to be bound with the following D.OASIS Licensing Terms:

1. You acknowledge and agree that any and all D.OASIS Collectibles made available by D.OASIS through this website and/or any other platforms operated by D.OASIS, including any alteration, addition and/or modification thereto, contain Intellectual Property Rights of D.OASIS. The User will only use such D.OASIS Collectibles solely for purposes set forth in these D.OASIS Licensing Terms.

For avoidance of doubt, these D.OASIS Licensing Terms shall apply only when the NFTs solely and exclusively owned or controlled by D.OASIS. NFTs owned by a third party shall subject to the Third Party Licensing Terms.

2. By agreeing to these D.OASIS Licensing Terms and for so long as you own the D.OASIS Collectibles, we hereby grant to you a non-exclusive, non-sublicensable, non-royalty and worldwide license to publish, display, perform copy and modify the D.OASIS Collectibles solely for non-commercial and personal use purposes (as modified, the “**D.OASIS Modified Works**”). Unless otherwise specified herein, no any other license rights are granted over the D.OASIS Collectibles to Users unless a written consent from D.OASIS is obtained.

You will own the copyright in any newly created works of authorship created by you as part of any **D.OASIS Modified Works**, subject to D.OASIS’s Intellectual Property Rights therein. To the extent that the Modified Content continues to incorporate or include any RTFKT-Owned Content or is otherwise a derivative work of any RTFKT-Owned Content, you will not use the Modified Content other than as expressly authorized in these Terms.

3. You acknowledge and agree that nothing in these D.OASIS Licensing Terms prohibits us or our affiliates from, among other things:
 - (a) Re-creating, developing and modifying the D.OASIS Collectibles; and
 - (b) Advertising and promoting the D.OASIS Collectibles through any means, including

the internet and any other marketing channels in any jurisdictions.

4. We do not grant you any right to sub-license to any third party any and all rights or obligations under or in connection with these D.OASIS Licensing Terms.
5. You are prohibited to exercise any license rights in any manner that (a) violates or encourages any conduct that would violate any applicable law or regulation or would give rise to civil or criminal liabilities to us; (b) considers fraudulent, false, misleading or deceptive; (c) considers defamatory, obscene, vulgar, pornography or offensive; (d) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (e) considers violent or threatening or promotes violence or actions that are threatening to any person or entity; or (f) promotes illegal or harmful activities or substantives; or (g) any other inappropriate manner as determined by D.OASIS.
6. You are prohibited to access, tamper with or attempt to access the source code for any NFTs or D.OASIS Collectibles.
7. You are prohibited to separate, unlink or decouple the D.OASIS Collectibles or use any D.OASIS Collectibles or D.OASIS Modified Works to create, promote under your name or any third party's name, sell or attempt to create, promote under your name or any third party's name, sell in any manners, including in cryptographic and tokenization forms.
8. You acknowledge and agree that D.OASIS shall retain and remain any and all Intellectual Property Rights in any of its D.OASIS Collectibles. Except as expressly provided herein, you do not and shall not have any right whatsoever to any D.OASIS Collectibles.
9. To the extent permissible under these D.OASIS Licensing Terms and applicable laws, you may transfer the NFTs to a third party, provided that the following conditions are met:
 - (a) Such transfer is performed through any applicable NFT marketplace and/or platform by you verifying that you are the actual owner of such NFTs; and
 - (b) You are required to ensure that such transferee agrees to be bound by these D.OASIS Licensing Terms.
10. Upon your transferring of the NFTs and/or D.OASIS Collectibles, it shall be deemed that you are no longer have right to display and perform such transferred NFTs and/or D.OASIS

Collectibles and your rights under these D.OASIS Licensing Term shall immediately and automatically terminate without prior notice.

11. You agree to comply with the Marketing Policy.
12. You acknowledge and agree that D.OASIS will have no responsibility or liability, and you hereby waive and release any and all claims, arising out of or in connection with any materials, objects, loss of NFTs, inability of related platforms, activities, and performances, regardless of whether caused by D.OASIS under these D.OASIS Licensing Terms.
13. You will indemnify and hold harmless, and at D.OASIS's request, D.OASIS and its affiliates from and against any and all claims, demands, liabilities, damages, penalties, fines, taxes, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with these D.OASIS Licensing Term.
14. D.OASIS reserves the right to terminate these D.OASIS Licensing Terms immediately without prior notice upon your breach of any of your obligations prescribed herein or any applicable laws. To this effect, your right to display and perform the D.OASIS Collectibles and any and all of your license rights under these D.OASIS Licensing Terms shall immediately terminate and you are required to cease displaying and/or using the D.OASIS Collectibles. D.OASIS also reserves the right to disable any linked wallet and your account in all respects.
15. If any provision of these D.OASIS Licensing Terms shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of these D.OASIS Licensing Terms in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.
16. These D.OASIS Licensing Terms shall be governed by the law of Thailand. Any conflicts between Users and D.OASIS that arise from or in connection with these D.OASIS Licensing Terms shall be resolved under the exclusive jurisdiction of Thai court.
17. We may amend, modify, alter or change these D.OASIS Licensing Terms from time to time at our sole discretion without prior notice. Any amendment, alteration, changes or modification will be posted from time to time on our website and/or platform. It is therefore important that you read these D.OASIS Licensing Terms regularly to ensure you are updated to any changes we have made.

18. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL D.OASIS BE LIABLE FOR ANY DAMAGE INCURRED BY USERS FROM THESE D.OASIS LICENSING TERMS; OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THESE TERMS OF USE.