

## **Third Party Licensing Terms**

These Third Party Licensing Terms (“**Third Party Licensing Terms**”) set form the terms and conditions applicable when the NFTs and other related collectibles are owned, in whole or in part, by any third party (“**Third Party Collectibles**”) made available under this website and/or any other related platforms operated by D.OASIS.

Any license rights granted pursuant to these Third Party Licensing Terms are granted by any third party who originally creates the Third Party Collectibles as an owner of any Third Party Collectibles (the “**Owner**”)

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

1. You acknowledge and agree that any and all Third Party 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 the Owner. The User will only use such Third Party Collectibles solely for purposes set forth in these Third Party Licensing Terms.

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

2. By agreeing to these Third Party Licensing Terms and for so long as you own the Third Party Collectibles, the Owner hereby grants to you a non-exclusive, non-sublicensable, non-royalty and worldwide license to display and perform the Third Party Collectibles solely for non-commercial and personal use purposes. Unless otherwise specified herein, no any other license rights are granted over the Third Party Collectibles to Users unless a written consent from the Owner is obtained.
3. You acknowledge and agree that nothing in these Third Party Licensing Terms prohibits the Owner from, among other things:
  - (c) Re-creating, developing and modifying the Third Party Collectibles; and
  - (d) Advertising and promoting the Third Party Collectibles through any means, including the internet and any other marketing channels in any jurisdictions.

4. The Owner does not grant you any right to sub-license to any third party any and all rights or obligations under or in connection with these Third Party Licensing Terms.
5. You are prohibited to exercise any license rights granted under these Third Party Licensing Terms 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 the Owner.
6. You are prohibited to access, tamper with or attempt to access the source code for any NFTs or Third Party Collectibles.
7. You are prohibited to separate, unlink or decouple the Third Party Collectibles or use any Third Party Collectibles to create, promote under your name or any other party's name, sell or attempt to create, promote under your name or any other party's name, sell in any manners, including in cryptographic and tokenization forms.
8. You acknowledge and agree that the Owner shall retain and remain any and all Intellectual Property Rights in any of its Third Party Collectibles. Except as expressly provided herein, you do not and shall not have any right whatsoever to any Third Party Collectibles.
9. To the extent permissible under these Third Party Licensing Terms and applicable laws, you may transfer the NFTs to other third party, provided that the following conditions are met:
  - (c) 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
  - (d) You are required to ensure that such transferee agrees to be bound by these Third Party Licensing Terms.
10. Upon your transferring of the NFTs and/or Third Party Collectibles, it shall be deemed that you are no longer have right to display and perform such transferred NFTs and/or Third Party Collectibles and your rights under these Third Party 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 the Owner 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 the Owner under these Third Party Licensing Terms.
13. You will indemnify and hold harmless, and at the Owner's request, the Owner 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 Third Party Licensing Term.
14. The Owner reserves the right to terminate these Third Party 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 Third Party Collectibles and any and all of your license rights under these Third Party Licensing Terms shall immediately terminate and you are required to cease displaying and/or using the Third Party Collectibles. In this regard, the Owner may request D.OASIS to disable any linked wallet and your account in all respects.
15. If any provision of these Third Party 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 Third Party 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 Third Party Licensing Term shall be governed by the law of Thailand. Any conflicts between Users and the Owner that arise from or in connection with these Third Party Licensing Terms shall be resolved under the exclusive jurisdiction of Thai court.
17. We may amend, modify, alter or change these Third Party 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 Third Party 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 THE OWNER BE LIABLE FOR ANY DAMAGE INCURRED BY USERS FROM THESE THIRD PARTY LICENSING TERMS; OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THESE THIRD PARTY LICENSING TERMS.