

**Ube Studios, INC.**  
**TERMS OF SERVICE**  
*Last Revised on September 19, 2022*

We welcome you to Inception Animals, presented by Ube Studios! Please take the time to read our Terms of Service (these “**Terms**”), as they form an agreement between you and Ube Studios, Inc. (“**Ube Studios**”, “**Inception Animals**”, “**we**” and/or “**us**”) when you use our websites, applications, technical products, tools, and related products, services and documentation (these “**Services**”). The Services include www.inceptionanimals.com, the Inception Animals NFT and any content, tools, forums, chat servers, features and functionality offered on or through such websites otherwise operated by us. By accessing and/or using the Services, you are agreeing to these Terms & Conditions. Certain other portions of the Services may be subject to additional terms and conditions specified by us from time to time; your use of those specific Services subject to those additional terms and conditions.

For purposes of these Terms & Conditions, “**User**”, “**you**” and “**your**” means you as the user of the Services.

After the purchasing of the Inception Animals NFT:

Client (Buyer/Owner) Terms & Conditions: Purchased my Inception Animal NFT. What can I do with it?

- Personal use: once you have purchased your Inception Animal NFT on the Flow blockchain, we grant to you a worldwide license to use the image of your Inception Animal in the following ways:
  - (“Your Personal Use”): For your own personal, non-commercial use. For example, you can display your Inception Animal on any social media account you control (including as your PFP). You can also include your Inception Animal NFT in third party websites or applications, as long as the the website or application cryptographically confirms that you are the actual owner of the Inception Animal NFT; and
  - To sell your Inception Animal NFT. For example, you can display and sell your Inception Animal NFT on an NFT marketplace, as long as the marketplace cryptographically confirms that you are the actual owner of the Inception Animal NFT.
  
- Commercial use: subject to your compliance with any additional guidelines (which will be provided on this website and/or in our Discord channel), we grant to you a worldwide license to copy, create derivative works of, adapt, reproduce, distribute, and otherwise

use, the image of your Inception Animal for commercial use in accordance with this section (“Your Commercial Use”):

- For example, you may use the image of your Inception Animal to create stickers or pins and sell those as merchandise for revenue.
- If you earn, or expect to earn, more than \$25,000 USD in annual gross revenue (from the merchandise sold/expected to be sold) on Your Commercial Use, you agree to write to us to discuss and mutually agree on an additional set of terms governing such use and revenue.

Please note:

- You confirm that by purchasing an Inception Animal NFT, you have agreed to these terms and conditions.
- Storefront EULA. We Inception Animals NFT, acknowledge and agree that the Storefront must at all times have an end user license agreement (a “EULA”) that (i) complies with all applicable laws and regulations; (ii) is not inconsistent with the Terms, or with this Addendum; (iii) is acceptable to Dapper (acting reasonably); and (iv) requires the affirmative acceptance of each user prior to their access or use of the Storefront. Company further acknowledges and agrees as follows: (a) that the EULA is solely between Company and each user, and (b) that Dapper shall not be responsible for, and shall not have any liability whatsoever under, the EULA or any breach by Company or any user of any of the terms and conditions of the EULA.
- For the uses set forth above, please credit or reference the Inception Animal project, to further spread awareness of the project!
- Notwithstanding the rights granted above, if “Your Personal Use” or “Your Commercial Use” is hateful or intolerant, and could be found to constitute hate speech or infringes the rights of others, we have the right, but not the obligation, to revoke the rights we have granted to you.
- You understand that “Your Personal Use” rights and “Your Commercial Use” rights will expire when you no longer own your Inception Animal NFT, and those rights will be transferred to the new owner.
- Except for the rights we have given you to the image of your Inception Animal, please note that we have not given you any rights to any other intellectual property rights belonging to us.