

Lobus NFT Terms Between Creators + Owners

Thank you for your interest in Lobus. By purchasing, acquiring, or otherwise receiving an NFT that originated from Lobus (“**Lobus NFT**”), whether through an initial transfer from the creator whose artwork comprises the Lobus NFT (“**Creator**”) or through a subsequent transfer or purchase, you agree to these NFT Terms Between Creators + Owners (“**Creators + Owners Terms**”). These Creators + Owners Terms, along with the Lobus NFT Platform User Terms as made available at lobus.io and as may be updated from time to time, are collectively referred to as the “**Agreement**.”

Each Lobus NFT is a limited-edition digital asset that embodies or includes artwork owned or created by a Creator (the “**Artwork**”). The Lobus NFT may also incorporate one or more elements of Lobus’s trademarks and branding (the “**Brand**”). Each Lobus NFT is a non-fungible token hosted on the Ethereum blockchain, ownership of which can be passed through gift, purchase, or sale. The Artwork is neither stored nor embedded in the Lobus NFT, but is accessible through the Lobus NFT. **ALTHOUGH THE LOBUS NFT ITSELF IS OWNED BY ITS THEN-CURRENT OWNER, THE ARTWORK EMBODIED THEREBY IS LICENSED, AND NOT TRANSFERRED OR SOLD, TO SUCH OWNER.**

So long as the then-current owner of the Lobus NFT complies with these Terms, (i) Creator hereby grants to such owner a non-exclusive, non-transferable, non-sublicensable, worldwide license to access, display, use, publicly perform, modify, adapt, remix, and transform the Artwork; (ii) Lobus hereby grants such owner a non-exclusive, non-transferable, non-sublicensable, worldwide license to access, perform and/or display the Brand, solely as embodied by and solely in connection with such owner’s permitted use of the Lobus NFT, in each case of (i) and (ii) solely for such owner’s non-commercial purposes and solely for so long as ownership of the Lobus NFT is maintained by such owner; and (iii) such owner may be entitled to access certain limited features or entitled to certain privileges on or through the Lobus website and/or mobile application(s) (collectively, the “**Lobus Digital Properties**”), in each case in accordance with the functionalities of such Lobus Digital Properties and as may be modified by Lobus from time to time in Lobus’ sole discretion. Except for the licenses granted above, Creator and Lobus, respectively, retain all right, title, and interest in and to the Artwork and the Brand. Furthermore, the Brand may not be used in any manner that is objectionable, likely to cause confusion or dilute, blur, or tarnish the reputation of Creator or of Lobus.

If you are the owner of the Lobus NFT, you may transfer the Lobus NFT to a third party, subject to these Terms. After any such transfer, your licenses to the Artwork and Brand will immediately terminate. Your licenses will also immediately terminate if you breach these Terms. You must make any new recipient of the Lobus NFT aware of, and you must cause any new recipient of the Lobus NFT to agree in writing to comply with and be bound by, these Terms. Creator provides the Lobus NFT and licenses the Artwork to the owner of the Lobus 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.

You acknowledge and agree that any subsequent transfer of this Lobus NFT is subject to a fee payable to Lobus of up to 10% of the total consideration paid for the Lobus NFT in connection with any such transfer.