

# LICENSING ARRANGEMENTS FOR THE SALE OF NFT TOKENS "BOHEMIAN MUSE"

## 1 Subject of the licence agreement

- 1.1 This document constitutes a license granted by the seller of NFT, which is Prague City Tourism a.s., ID No. 07312890, with registered office at Žatecká 110/2, Staré Město, 110 00 Prague 1 (hereinafter referred to as "Seller"). The license is granted by the Buyer of NFT Bohemian Muse (hereinafter referred to as "Buyer") as part of the ownership of NFT. The subject of this license agreement is the granting of a non-exclusive license to use the property rights related to the digital artwork to which the purchased NFT is linked.

## 2 Basics

- 2.1 By purchasing the NFT Bohemian Muse, the Buyer acquires ownership of this certificate, but does not expressly **acquire any rights to the underlying work or to a digital copy thereof**. NFT Bohemian Muse is only a reference to the underlying work and therefore does not enjoy legal protection under copyright law.
- 2.2 When you purchase or otherwise take ownership of a Bohemian Muse NFT, you acquire all rights to that NFT, including the right to sell, transfer, assign, gift or otherwise dispose of it in accordance with the terms of this Agreement and the Terms and Conditions. However, you do not acquire any right, title or interest in any of the artwork, images, music, audiovisual works or other content associated with or represented by the NFT (collectively, the "Underlying Artwork") beyond the scope of the license set forth below.

## 3 Scope of the license

- 3.1 Provided that the Buyer complies with the terms and conditions of this Agreement and the Terms and Conditions, the Seller grants the Buyer a limited, non-exclusive, worldwide, non-sublicensable right and license to use the underlying work for as long as the Buyer owns the NFT, for **personal, non-commercial use only and for purposes of secondary sale** or transfer to others, that Bohemian Muse NFT lawfully purchases or otherwise acquires, either through a third party marketplace or other lawful and legitimate means of transfer, whether now or later known, provided that the underlying work appears in its original form and does not constitute a derivative work.
- 3.2 The right to use the digital work is granted exclusively for the uses consisting in the private display of the work, the setting up of the work as a profile picture on social networks and other web services and other activities of the respective smart contract concluded through the OpenSea platform. In addition, for the display of the Digital Work for the purpose of secondary sale within an NFT marketplace that allows secondary sale of NFTs, provided that the marketplace cryptographically verifies the authorization of each NFT owner to display the Digital Work for the NFTs purchased by them to ensure that only the beneficial owner can display the Digital Work.
- 3.3 Buyer agrees that use of the NFT will comply with all laws relating to copyright and other rights associated with the NFT. Buyer shall not sell, distribute, rent, lease, loan, create derivative works of, or take any other action that may infringe the Seller's or the author of the underlying works' proprietary rights in the NFT.

## 4 Copyright protection

- 4.1 The Seller is the owner of all proprietary rights related to the NFTs offered on the Sellers NFT website. The Buyer agrees to protect and not infringe the Seller's copyrights.

## **5 Changes to the licence agreement**

- 5.1 Seller reserves the right to change the terms of this License Agreement at any time. In such case, the new terms will be applied to all users who use the NFT Bohemian Muse offered on the NFT Sellers' website.

## **6 Limitation of liability**

- 6.1 The Seller shall not be liable for any direct or indirect damages, including loss of profit, arising from the use of the NFTs offered on the Seller's NFT website. Details are set out in the terms and conditions published by the Seller.

## **7 Warranty**

- 7.1 The Seller makes no warranties regarding the NFTs offered on the NFT Sellers' websites and assumes no responsibility for any damages that may result from the Buyer's use of the NFTs. Details are set out in the Terms and Conditions and the Complaints Procedure.

## **8 Dispute Resolution**

- 8.1 In the event of a dispute relating to this License Agreement, the parties agree to attempt to resolve it amicably. If the dispute cannot be resolved by negotiation and agreement, it shall be resolved in accordance with Czech law and shall be decided by the Municipal Court in Prague.

## **9 Personal data protection**

- 9.1 The Buyer agrees to comply with the laws and regulations regarding the protection of personal data collected and processed during the purchase of NFT on the websites of the sellers of NFT. Details are set out in the personal data processing policy published by the Seller.

Prague, 13 March 2023

Prague City Tourism a.s.