

# Seva.Love NFT License Agreement

This Seva.Love License Agreement (this “Agreement”) is a legally binding agreement between you and Seva for Good Inc (“Seva.Love”, “SevaLove”, “Seva Love”) that describes the rights in Artwork (as such term is defined below) you may obtain when you purchase any Seva.Love NFT (as such term is defined below). For clarity, this Agreement does not otherwise govern the transaction that is effectuated on the Ethereum blockchain when you buy or offer to buy any Seva.Love NFT, including through any related decentralized technologies, websites, services, tools, applications, smart contracts, and APIs, which are provided by third party vendors (including but not limited to ConsenSys Software Inc. d/b/a Metamask and Ozone Networks, Inc. d/b/a OpenSea) and governed by and subject to the terms of use provided by those third party vendors, unless such third party terms of use conflict or are inconsistent with the terms of this Agreement, in which case the terms of this Agreement shall prevail. Subject to the foregoing, this Agreement supplements the [terms of use](#) that otherwise govern your use of Seva.Love’s Website.

## 1. Definitions.

“**Artwork**” means the original artwork that was minted as a Seva.Love NFT.

“**Seva.Love NFT**” means a unique Ethereum (“ETH”) blockchain-tracked, non-fungible token that serves as a digital collectible and was originally offered for sale by Seva for Good Inc.

“**Own**” or “**Owned**” means, with respect to a Seva.Love NFT, one that (a) you originally purchased from Seva.Love; or (b) purchased on an Approved Marketplace from a legitimate owner of that Seva.Love NFT.

“**Third Party IP**” means any third-party patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

**Information we collect automatically:** When you interact with our Services, we (and our partners, advertisers, advertising networks and other third party service providers) automatically collect certain information. For example, we collect information about the webpages you view and how you move through our Services, how you reached our Services, how you interact with our social media pages, and how you interact with our email communications.

“**Approved Marketplace**” means the OpenSea marketplace operated by Ozone Networks, Inc.

## 2. License.

Subject to your compliance with the terms of this Agreement, Seva.Love hereby grants you a worldwide, non-exclusive, personal, limited license, solely with respect to any Seva.Love NFT(s) that you Own, to display the Artwork associated with such Seva.Love NFT(s), privately or publicly, solely for personal, non-commercial purposes, including on social media platforms, digital galleries, or otherwise on the Internet or in association with your offer to sell or trade your Seva.Love NFT(s). This license does not grant you any rights in or to the Artwork separate from the associated Seva.Love NFT(s), including any of the copyrights described in Section 4 below.

## 3. Restrictions.

You agree that you may not, and will not permit any third party to, do or attempt to do any of the following without Seva.Love's express prior written consent in each case: (i) modify the Artwork associated with your Seva.Love NFT(s) in any way; (ii) use the Artwork to advertise, market, or sell any product or service; (iii) use the Artwork in connection with malicious, harmful, offensive or obscene images, videos, or other materials or forms of media, including any that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise violate applicable laws or regulations or infringe upon the rights of others; (iv) use or incorporate the Artwork in movies, videos, video games, or any other forms of media for a commercial purpose; (v) sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the Artwork; (vi) trademark, copyright, or seek to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Artwork, including any Seva.Love name, trademark, logo, trade dress (including the red border design), or other source indicators contained or depicted therein; (vii) attempt to mint, tokenize, or create an additional cryptographic token representing the Artwork on any platform; (viii) falsify, misrepresent, or conceal the authorship of the Artwork or the Seva.Love NFT; or (ix) otherwise commercially use or exploit any Artwork for your or any third party's benefit, including by selling copies of any Artwork or selling derivative works embodying any Artwork.

#### **4. Ownership.**

You acknowledge and agree that Seva.Love (or, as applicable, its licensors) owns all legal right, title and interest in and to the Artwork, and all intellectual property rights therein. The rights that you have in and to the Artwork are limited to those expressly described in Section 2 of this Agreement. Seva.Love (on behalf of itself and, as applicable, its licensors) reserves all other rights in and to the Artwork, including all copyrights in and to the Artwork (e.g., the right to reproduce and make copies, to prepare derivative works, to distribute, sell, or transfer, to display, to perform, and to publicly display and publicly perform).

#### **5. License Term.**

The license granted in Section 2 applies only to the extent that you continue to Own the applicable Seva.Love NFT. If at any Seva.Love you sell, trade, donate, give away, or transfer your Seva.Love NFT to a new Owner through an Approved Marketplace, the license granted in Section 2 shall be transferred to that new Owner, and you will have no further rights in or to the Seva.Love NFT or Artwork associated with that Seva.Love NFT. If at any Seva.Love you burn or otherwise dispose of your Seva.Love NFT for any reason, or sell, trade, donate, give away, or transfer your Seva.Love NFT other than through an Approved Marketplace, the license granted in Section 2 will immediately expire with respect to that Seva.Love NFT without the requirement of notice or any further action, and you will have no further rights in or to the Seva.Love NFT or Artwork associated with that Seva.Love NFT.

#### **6. Indemnification.**

You shall indemnify, defend (at Seva.Love's request) and hold harmless Seva.Love, its affiliates and licensors, and its and their respective officers, agents, directors, representatives, contractors, and employees, from and against any and all claims, suits, demands, actions, losses, liabilities, damages, judgements, penalties, fines, expenses and other costs (including reasonable attorneys'

fees) arising from your breach or alleged breach of this Agreement. Seva.Love will also have the right to provide our own defense additionally or alternatively at our own expense.

#### **7. Limitation of Liability.**

In no event will Seva.Love be liable to you for any special, incidental, exemplary, indirect, punitive, or consequential damages (including loss of profits) with respect to the subject matter of this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not you have been advised of the possibility of such loss or damage. Seva.Love's aggregate liability under this Agreement shall not exceed the net revenues actually received by Seva.Love in connection with any transaction in which You purchased or sold your Seva.Love NFT. The foregoing limitation of liability shall only apply to the extent permitted by applicable law. In no event will Seva.Love be liable for any inability for you to access the Artwork for any reason, including as a result of any downSeva.Love, failure, obsolescence, removal, termination or other disruption relating to (a) the servers upon which the Artwork is stored; (b) the [OpenSea platform]; or (c) any other NFT platform.

#### **8. Assignment.**

Seva.Love will have the unrestricted right to assign this Agreement and to assign, subcontract, license and sublicense any or all of its rights and obligations hereunder. This Agreement (including, without limitation, the license granted hereunder) is personal to you and shall not be assigned or transferred by you, except to a new Owner of the Seva.Love NFT as set forth in Section 5 above. Any other attempt by you to assign, sub-license, or transfer your rights under this Agreement shall be null and void.

#### **9. Dispute Resolution.**

This Agreement will be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without regard to its conflicts-of-law principles. Any dispute arising out of or relating to this Agreement may be brought and adjudicated only in the courts, federal or state, located in OrCounty of Orange, State of Florida, and Seva.Love and you submit to the exclusive jurisdiction of such courts and waive any objections based upon improper venue or inconvenient forum. Neither Seva.Love nor you will seek to litigate any claims against the other on a class action or representative party basis and shall pursue any claims solely on an individual basis.

#### **10. Remedies.**

Your rights and remedies in the event of any breach of this Agreement are strictly limited to the right, if any, to recover damages in an action at law, and you acknowledge that your remedy of money damages is adequate. You will not be entitled by reason of any such breach, and you will not seek, any equitable relief, whether injunctive or otherwise.

#### **11. Miscellaneous Terms.**

This Agreement constitutes the complete understanding and agreement of you and Seva.Love with respect to the Articles and supersedes any and all prior or contemporaneous written or oral agreements between you and Seva.Love with respect to all Articles. Prior agreements between

Seva.Love and you relating to any article(s) will continue to govern those prior article(s). The language of any clause or term of this Agreement will not be construed for or against the drafter. No right or term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing and signed by you and Seva.Love. Any modification or amendment to this Agreement must be made in writing and signed by you and Seva.Love.