

## MCQ TERMS AND CONDITIONS OF NFT LICENCE

### 1. Preamble

By purchasing the Purchased MCQ NFT (as defined below) you understand and agree to abide and be legally bound by and, at all times when you Own the Purchased MCQ NFT, hold the Purchased MCQ NFT in accordance with the terms of this Licence.

This Licence is made and entered into on the date you acquire the Purchased MCQ MFT and confers the rights and obligations set out below on you during your period of Ownership of the Purchased MCQ NFT and, unless otherwise specifically stated in this Licence, all such rights and obligations transfer on any sale or the Purchased MCQ NFT to a third party.

### 2. Definitions

**“DMAT Marketplace”** means the Web3 marketplace for fashion NFTs, operated by THE DEMATERIALISED.

**“Extensions”** means third party designs that: (i) are intended for use as extensions or overlays to the MCQ Artwork, (ii) do not modify the underlying MCQ Artwork, and (iii) can be removed at any time without affecting the underlying MCQ Artwork.

**“MCQ”** means Autumnpaper Limited t/a McQ, a company registered in England and Wales with company number 04099265 whose registered office is at 5<sup>th</sup> Floor Rear Suite, Oakfield House 35 Perrymount Road, Haywards Heath, West Sussex PH16 3BW.

**“MCQ Artwork”** means any art, audio, design, and drawings that may be associated with the Purchased MCQ NFT.

**“NFT”** means any blockchain-tracked, non-fungible token, such as those conforming to the ERC-721 standard.

**“Own”** means, with respect to an NFT, an NFT that you have purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain.

**“Purchased MCQ NFT”** means the NFT created on behalf of MCQ by THE DEMATERIALISED and first auctioned for sale on the DMAT Marketplace, which you Own and which is directly linked to the MCQ Artwork.

**“THE DEMATERIALISED”** means The Dematerialised Limited, a company registered in England and Wales with company number 12536543 whose registered office is at Thavies Inn House, 3-4 Holborn Circus, Holborn, London EC1N 2PL.

**“Third Party IP”** means any third party trade marks, service marks, trade names, business names, brand names, domain names and URLs, logos, rights in get-up and trade dress, patents, utility models, rights to inventions, rights in designs (including registered designs, design rights and utility models), copyrights (and related rights, including rights in computer software and other neighbouring rights), database rights, and topography rights (in each case whether registered or unregistered and including any applications to register or rights to apply for registration, renewals or extensions of, and rights to claim priority from such rights), rights in trade secrets, know-how, trade secrets, goodwill, confidential and undisclosed information (such as inventions, whether patentable or not) and the right to sue for passing off, and all rights and forms of protection throughout the world of a similar nature or with similar effect to any of these which subsist now or in the future.

### **3. Ownership**

You acknowledge and agree that MCQ (or, as applicable, its licensors) owns all legal right, title and interest in and to the MCQ Artwork, and all intellectual property rights therein. The rights that you have in and to the MCQ Artwork are limited to those described in this Licence. MCQ reserves all rights in and to the MCQ Artwork not expressly granted to you in this Licence.

### **4. Licence**

Subject to your full and continued compliance with the terms of this Licence, MCQ grants you a worldwide, non-exclusive, non-transferable, non-sublicensable royalty-free licence to use, copy, and display the MCQ Artwork for your Purchased MCQ NFTs, along with any Extensions that you choose to create or use, solely for the following purposes: (i) for your own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of your NFTs, provided that the marketplace cryptographically verifies each NFT owner's rights to display the MCQ Artwork for their Purchased MCQ NFTs to ensure that only the actual owner can display the MCQ Artwork; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your NFTs, provided that the website/application cryptographically verifies each NFT owner's rights to display the MCQ Artwork for their Purchased MCQ NFTs to ensure that only the actual owner can display the MCQ Artwork, and provided that the MCQ Artwork is no longer visible once the owner of the Purchased MCQ NFT leaves the website/application.

### **5. Restrictions**

You agree that you may not, nor permit any third party to do or attempt to do any of the foregoing without MCQ's express prior written consent in each case:

- (i) modify the MCQ Artwork for your Purchased MCQ NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or colour schemes (your use of Extensions will not constitute a prohibited modification hereunder);
- (ii) any form of commercial use of the MCQ Artwork including any such use which has the intention, direct or indirect purpose of commercialising your own merchandise, brand, yourself or any other form of commercialisation of the MCQ Artwork (whether paid or unpaid) including but not limited to use of the MCQ Artwork for your Purchased MCQ NFTs to advertise, market, or sell any third party product or service;
- (iii) use the MCQ Artwork for your Purchased MCQ NFTs in connection with images, videos, or other forms of media that: (a) depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; or (b) be seen or held by MCQ in its sole discretion to bring the name of MCQ into any form of disrepute;
- (iv) use the MCQ Artwork for your Purchased MCQ NFTs in movies, videos, or any other forms of media, except to the limited extent that such use is solely for your own personal, non-commercial use;

- (v) use any audio visual or other part of the MCQ Artwork for your Purchased MCQ NFT individually or in any way split or separate, or allow to be split or separated, any part of the MCQ Artwork for any use whatsoever
- (vi) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialise merchandise that includes, contains, or consists of the MCQ Artwork for your Purchased MCQ NFTs;
- (vii) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the MCQ Artwork for your Purchased MCQ NFTs;
- (viii) infringe, directly or indirectly and intentionally or unintentionally any and all Third Party IP in the MCQ Artwork or the Purchased MCQ NFT; or
- (ix) otherwise utilise the MCQ Artwork for your Purchased MCQ NFTs for your or any third party's commercial benefit.

To the extent that MCQ Artwork associated with your Purchased MCQ NFTs contains Third Party IP (e.g., licenced intellectual property from a celebrity, athlete, or other public figure), you understand and agree as follows:

- (i) that you will not have the right to use such Third Party IP in any way except as incorporated in the MCQ Artwork, and subject to the licence and restrictions contained herein;
- (ii) that, depending on the nature of the licence granted from the owner of the Third Party IP, MCQ may need to pass through additional restrictions on your ability to use the MCQ Artwork; and
- (iii) to the extent that MCQ informs you of such additional restrictions in writing (email is permissible), you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of this Licence.

The restrictions set out in Section 5. will survive the expiration, termination or transfer of this Licence.

## **6. Terms of Licence.**

The licence granted in Section 4. above applies only to the extent that you continue to Own the applicable Purchased MCQ NFT. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of your Purchased MCQ NFT for any reason, the licence granted in Section 4. will immediately expire with respect to those NFTs without the requirement of notice, and you will have no further rights in or to the MCQ Artwork for those Purchased MCQ NFTs.

If you are found to be in breach of this Licence by MCQ, in addition to any remedies that may be available to MCQ at law or in equity, MCQ may immediately terminate this Licence, without the requirement of notice; and you will be responsible to reimburse MCQ for any costs and expenses incurred by MCQ during the course of enforcing the terms of this Licence against you.

The express or implied waiver by MCQ to this Licence of any of its rights or remedies arising under this Licence or by law shall not constitute a continuing waiver of the right or remedy waived or a waiver of any other right or remedy.

This Licence (and any dispute or claim relating to it or its subject matter) is governed by and to be construed in accordance with English law. You and MCQ agree that the courts of England and Wales shall have exclusive jurisdiction to settle any claim, dispute or issue (including non-contractual claims) which may arise out of or in connection with this Licence.