

ADDITIONAL DMAT NFT TERMS AND CONDITIONS

1 DMAT NFT DESCRIPTION

- 1.1 You may be permitted to purchase or place a bid on and subsequently pay for (together, “**Purchase**”) certain non-fungible token-backed tradeable content created by or on behalf of THE DEMATERIALIZED 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 (the “**THE DEMATERIALIZED**”) and offered for sale by THE DEMATERIALIZED through its Web3 marketplace for fashion NFTs (the “**DMAT Marketplace**”) (such non-fungible token-backed tradeable content, the “**DMAT NFTs**”).
- 1.2 These Additional DMAT NFT Terms and Conditions (“**Additional Terms**”) describe your rights and obligations with respect to such DMAT NFTs.
- 1.3 Your purchase of, and the transfer of ownership of, the DMAT NFT is subject to your agreeing to these Additional Terms and the [DMAT Marketplace Terms of Service](#).
- 1.4 As between you and THE DEMATERIALIZED, in the event of any conflict between the DMAT Marketplace Terms of Service and these Additional Terms, these Additional Terms shall control to the extent of the conflict.

2 OWNERSHIP

- 2.1 Purchasing a DMAT NFT via the DMAT Marketplace entitles you to the ownership of the DMAT NFT.
- 2.2 Except as set out in clauses 2.3 and 3 below, you may use or resell the DMAT NFT as you choose, provided that any purchaser of a resold DMAT NFT (“**Secondary Sale**”) will also be subject to these Additional Terms.
- 2.3 Immediately following any Secondary Sale, your ownership of the DMAT NFT and any associated licenses provided under these Additional Terms will terminate.

3 LICENCE

- 3.1 **License.** Subject to your complete and ongoing compliance with these Additional Terms, the DMAT Marketplace Terms of Service, and any other terms governing your relationship with THE DEMATERIALIZED, THE DEMATERIALIZED grants to you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable (except in connection with a Secondary Sale), non-sublicensable, revocable license to use any intellectual property (or related intellectual property rights) included in the DMAT NFT (such intellectual property, including any name, image, likeness, art, design, and drawings (in any form or media, including, without limitation, video or photographs) that may be included in such DMAT NFT, the “**DMAT NFT IP**”) solely: (a) for your own

personal, non-commercial use; (b) on a marketplace in relation to the promotion and sale of your DMAT NFTs, provided that the marketplace cryptographically verifies your right to display the DMAT NFT IP to ensure that only the actual owner of such DMAT NFT can display the such DMAT NFT IP; and (c) on a third party website or application that permits the inclusion, involvement, or participation of your DMAT NFT, provided that the website or application cryptographically verifies your rights to display the DMAT NFT IP to ensure that only the actual owner of such DMAT NFT can display the DMAT NFT IP, and provided that the DMAT NFT IP is no longer visible once the owner of the DMAT NFT leaves the website or application.

3.2 For clarity, except for the foregoing licence set out in clause 3.1, neither your purchase of the DMAT NFT nor these Additional Terms grant you any other licence or rights to any DMAT NFT IP.

3.3 Use Restrictions. Except and solely to the extent such a restriction is not permitted under applicable law, you may not:

- (a) profit from, license or otherwise commercialize in any way the DMAT NFT or its contents, including in connection with the marketing, advertising, or selling of any third-party product (including giving away such products in the hopes of eventually making a commercial gain), except as part of a Secondary Sale;
- (b) modify the DMAT NFT or its contents in any way or combine the DMAT NFT or its contents with, or embed the DMAT NFT or its contents into, any digital or other content or media;
- (c) use the DMAT NFT in connection with or to promote any illegal activity, hate speech, violence, inappropriate or obscene content, or in any other manner which could harm the reputation of THE DEMATERIALIZED, the owners of any DMAT NFT IP, and each of their employees;
- (d) commit any of the foregoing actions with respect to the DMAT NFT IP;
- (e) use the DMAT NFT IP except as incorporated in the DMAT NFT;
- (f) encourage or permit any third party to do any of the foregoing.

4 DISCLAIMER

4.1 NFTs are intangible digital assets that exist by virtue of the ownership record maintained in the LUKSO blockchain. All DMAT NFT smart contracts operate on the decentralised LUKSO ledger.

4.2 THE DEMATERIALIZED, the owners of any DMAT NFT IP, and each of their employees, have no control over, and make no promises or guarantees with respect to, the LUKSO blockchain or the decentralised LUKSO ledger. You agree that THE DEMATERIALIZED, the owners of

any DMAT NFT IP, and each of their employees, are not responsible for, and will have no liability for, any issues or losses related to the DMAT NFT, the LUKSO blockchain and ledger, and your digital wallet (where applicable).

5 ASSUMPTION OF RISK

- 5.1 The value of NFTs is subjective and therefore can be volatile. NFTs and similar assets are collectibles and have no inherent or intrinsic value.
- 5.2 THE DEMATERIALIZED, the owners of any DMAT NFT IP, and each of their employees do not and cannot guarantee that any DMAT NFTs purchased will retain their original value.
- 5.3 You agree to assume all risk associated with the use and value of any DMAT NFTs that you purchase.

6 GOVERNING LAW AND JURISDICTION

- 6.1 These Additional Terms (and any dispute or claim relating to them or their subject matter (including non-contractual claims)) are governed by and are to be construed in accordance with English law.
- 6.2 The parties irrevocably 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 these Additional Terms.