

NFT License Agreement

Infinity Cosmos X

Infinity Cosmos X with offices in Switzerland ("Infinity Cosmos X" or "Licensor"), has entered into this agreement to describe the rights to the Artwork you may obtain when you acquire or receive Infinity Cosmos X NFTs. In order to clarify, this agreement does not apply to every transaction when you buy or offer to buy any Infinity Cosmos X NFT through third party vendors. The agreement only has effect for transactions that conflict with the terms of this agreement. By accepting ownership of the Infinity Cosmos X NFT, you agree to abide by the terms of this Agreement.

1. Definitions

1.1 "**Infinity Cosmos X NFT**" is a unique non-fungible, blockchain-tracked token created by Infinity Cosmos X that serves as a digital collectible.

1.2 "**Artwork**" refers to a Infinity Cosmos X NFT's original artwork.

1.3 "**NFT Marketplace**" are third-party vendors that facilitate the buying, selling, or trading of Infinity Cosmos X NFTs.

1.4 "**Chia Offers**" means buyers and sellers can create and accept trade offers on an Marketplace or directly peer to peer while buying, selling, or trading Infinity Cosmos X NFTs.

1.5 "**Own**" or "**Owned**" **Infinity Cosmos X NFTs** means (a) those bought/received from Infinity Cosmos X or from an NFT Marketplace, or (b) those bought/received on an NFT Marketplace from a legitimate owner of those Infinity Cosmos X NFTs, or (c) those bought/received through Infinity Cosmos X Offers from legitimate owners of those Infinity Cosmos X NFTs.

1.6 "**Third Party IP**" means intellectual property rights recognized in any country or jurisdiction including copyrights, trademarks, patents (including filings and disclosures), trade secrets, know-how, or any other intellectual property rights.

2. License

In consideration for your compliance with the terms of this Agreement, Infinity Cosmos X grants you a worldwide, non-exclusive, personal, limited license to use, copy and display any Artwork connected to any Infinity Cosmos X NFT(s), which you Own either privately or publicly for personal, non-commercial purposes, which includes social media platforms, digital galleries, and the Internet, as part of your offer to buy or sell your Infinity Cosmos X NFT(s). This license does

not grant you any rights in or to the Artwork separate from the associated NFT(s), including any of the copyrights described in Section 4 of this Agreement.

3. Restrictions

Without Infinity Cosmos X's express prior written consent, you may not do or permit any of the following: (i) modify or create derivative works of the Artwork associated with your Infinity Cosmos X NFT(s); (ii) use the Artwork to advertise, market, or sell any product or service; (iii) use the Artwork on malicious, harmful, offensive or obscene images, videos, or other forms of media, including those that depict hatred, intolerance, violence, cruelty, or anything related that could be construed as hate speech or otherwise contravene applicable laws or regulations; (iv) mint, tokenize, or create an additional cryptographic token representing the Artwork on any platform; (v) use or include the Artwork in movies, videos, video games, or any other forms of media for commercial purposes; and (vi) sell, distribute, or otherwise commercialize merchandise containing the Artwork; (vii) make commercial use of any Artwork for your benefit or the benefit of any third party, including by selling copies that contain any Artwork; (viii) trademark, copyright, or attempt to trademark or copyright the Artwork, including any Infinity Cosmos X name, trademark, logo, trade dress, or other source indicators included in it; or (ix) falsify, misrepresent, or conceal the authorship of the Infinity Cosmos X NFT or the Artwork.

4. Ownership

All rights, titles and interests in and to the Artwork, as well as all intellectual property rights, are owned by Infinity Cosmos X (or its licensors, as applicable). This Agreement restricts your rights in and to the Artwork to those expressly described in Section 2. As well as all other rights in and to the Artwork (e.g., preparing derivative works, reproducing and making copies, distributing, selling, transferring, and publicly displaying, performing, etc.), Infinity Cosmos X (on behalf of himself and, as applicable, its licensors) reserves all other rights.

5. License Term

You may only use the license granted in Section 2 of this Agreement if you continue to own the applicable Infinity Cosmos X NFT. You will no longer have any rights in or to the Infinity Cosmos X NFT or the Artwork associated with the Infinity Cosmos X NFT if you sell, trade, donate, give away, or transfer it to a new Owner through an NFT Marketplace or Infinity Cosmos X Offers. You will have no further rights in or to the Infinity Cosmos X NFT or Artwork associated with the Infinity Cosmos X NFT if you burn or otherwise dispose of the Infinity Cosmos X NFT for any reason, or sell, trade, donate, give away, or transfer it and there will be no requirement of notice or any further action by the Licensor.

6. Indemnification

If you breach or there is an allegation that you have breached any of the terms of this Agreement, you agree to indemnify, defend, and hold Infinity Cosmos X, its affiliates and licensors, as well as their respective officers, agents, directors, representatives, contractors, and employees,

harmless from and against any and all claims, suits, demands, actions, losses, liabilities, damages, judgements, penalties, fines, expenses, and other costs (including reasonable attorneys' fees). Additionally or alternatively, Infinity Cosmos X will be able to provide its own defense at its own expense.

7. Limitation of Liability

Neither Infinity Cosmos X nor its officers, directors, or employees will be liable in any way for any special, incidental, exemplary, indirect, punitive, or consequential damages (including loss of profits), whether such liability arises from a claim based on contract, warranty, tort (including negligence), strict liability, or otherwise. In the event of a transaction in which you purchased or sold your Infinity Cosmos X NFT, Infinity Cosmos X's aggregate liability under this Agreement shall not exceed the net revenues it actually received from the transaction. The foregoing limitation of liability shall only apply to the extent permitted by applicable law. There will be no liability on Infinity Cosmos X's part for any inability for you to access the Artwork for any reason, including downtime, failure, obsolescence, removal, termination, or other disruption related to (a) the servers on which the Artwork is stored; or (b) any other NFT platform.

8. Assignment

It is Infinity Cosmos X's unrestricted right to assign, subcontract, license, or sublicense any or all of its rights and obligations under this Agreement. There can be no assignment or transfer of this Agreement (including, without limitation, the license granted hereunder) by you other than to a new Owner of the Infinity Cosmos X NFT as specified in Section 5. You may not assign, sublicense, or transfer your rights under this Agreement in any other manner.

9. Dispute Resolution

Without regard to the conflicts of law principles, this Agreement is governed by, and construed and interpreted in accordance with, the laws of Switzerland. As this Agreement is governed by the laws of Switzerland, you submit to the exclusive jurisdiction of the courts located in this country and waive any objections based upon improper venue or inconvenient forum. You and Infinity Cosmos X will pursue any claims against each other solely on an individual basis and not as a class or representative action.

10. Remedies

If this Agreement is breached, your rights and remedies are strictly limited to recovering money damages in an action at law, and you acknowledge that money damages are an adequate remedy. Any such breach will not entitle you to equitable relief, whether injunctive or otherwise, and you will not challenge the Licensor's copyright ownership of the Artwork.

11. Warranties

You warrant and represent to the Licensor that you have the right and authority to enter into this Licensing Agreement and that you will comply with all obligations and restrictions set out within.

12. Miscellaneous Terms

All postings for sales require an attribution to the copyright owner, Infinity Cosmos X, if Infinity Cosmos X NFTs are listed in an NFT Marketplace, where reasonably possible. With respect to the Artworks, this Agreement comprises our complete understanding and supersedes all prior or contemporaneous written or oral agreements between us. Artworks that relating to prior agreements between Infinity Cosmos X and you will continue to be governed by those prior agreements. There will be no construction in favor or against the drafter based on the language of this Agreement. There will be no waiver of any right or term of this Agreement, and no breach of this Agreement will be excused, unless both you and Infinity Cosmos X agree in writing. This Agreement must be modified or amended in writing and evidenced by an NFT or signed documents between you and Infinity Cosmos X.

12. Contact Information.

If you have any questions about these terms or other concerns, please contact Infinity Cosmos X at:

Infinity Cosmos X

info@infinitycosmosx.com

www.infinitycosmosx.com

<https://twitter.com/InfinityCosmosX>