

Terms and Conditions for NFTs:

The artwork purchased or to be purchased is a non-fungible token (NFT) running on the Ethereum network. The website of the platform (e.g. Opensea.io) through which you purchase the NFT is only a platform or interface that allows participants to exchange digital collectibles. The user is solely responsible for security and management of their own private Ethereum wallet and validation of all transactions and contracts generated through this website prior to approval. There is no way to undo or redo transactions. These GTCs are linked to the NFT.

Neither the artist nor the party commissioned with the digitization assumes any liability for the services of the platform. They also cannot be prosecuted if the platform is closed for any reason.

The following conditions apply to all our sales. They take precedence over the terms and conditions of our business partners. At the latest with the purchase of the NFT, the buyer accepts our terms and conditions.

Property rights:

1. You acquire the NFT on the Ethereum blockchain. When you buy an NFT, you own the certificate for the underlying digital artwork. Ownership of the NFT is entirely mediated through the smart contract and the Ethereum network: At no time may the seller of the NFT or the creator/artist seize, freeze or otherwise change ownership of the NFT.

2. Personal use: Subject to your ongoing compliance with legal terms, the artists grant you a worldwide, royalty-free license to use, reproduce and display the digital artwork deposited for the NFT and any extensions you create or wish to use for the following purposes:

(a) for your personal, non-commercial use;

(b) as part of a marketplace that facilitates the buying and selling of your NFT, provided that the marketplace cryptographically verifies any ownership of the NFT to ensure that only the actual owner can display the art; or

(c) as part of a third-party website or application that allows for the inclusion, participation or participation of your NFT, provided that the website/application cryptographically verifies each NFT owner's rights to view the NFT artwork to ensure that only the actual owner can view the artwork, and also provided that once the owner of the artwork leaves the website/application, the artwork is no longer viewable.

3. Commercial use: Subject to your continued compliance with these terms, the artists grants you an unlimited, worldwide license to use, reproduce and display the purchased art for the purpose of creating derivative works based on the NFT artwork ("Commercial use").

Examples of such commercial use would include using the art to produce and sell merchandise (t-shirts, etc.) that display copies of the artwork. For the sake of clarity, nothing in this section prevents you from

(a) own or operate a marketplace that permits the use and sale of NFTs generally, provided that the marketplace cryptographically verifies each NFT owner's rights to display the artwork and ensures that only the actual owner can exhibit the work of art;

(b) own or operate a third party website or application that permits the inclusion, involvement or participation of the NFT generally, provided that the third party website or application cryptographically verifies the rights of each NFT owner to view the NFT and ensures that only

the actual owner can display the artwork and provided that the artwork is no longer visible once the owner of the purchased NFT leaves the website/application; or
(c) generate income from the foregoing.

4. Origin of money: The buyer declares that he will not use any untaxed or criminally acquired money to pay the purchase price.

5. Copyright in the physical artwork (painting, collage, sculpture or similar) is not being sold and remains with the artist. Swiss law applies. In the event of resale, the buyer is obliged to draw attention these terms and conditions.

The artist has instructed the seller who minted the NFT to exercise their rights in this regard. The seller may delegate the administration of the rights to a third party. The place of jurisdiction is Switzerland.