



License Terms

Effective Date: **Friday July 22, 2022**

“**Art**” means any type of digital work (including art, designs, drawings, images, photographs, vectors, videos, 3D assets, sounds recordings, compositions and all other types of artistic, dramatic, literary and musical works).

“**GENESIS Art Collection**” means the Art that has been produced as part of the Venusverse GENESIS collection.

“**GENESIS NFT**” means a NFT that is minted by Venusverse and linked via metadata with a piece of Art from the GENESIS Art Collection.

“**License Terms**” means the terms and conditions listed below.

“**NFT**” means a non-fungible token or similar digital item that is minted on a blockchain in compliance with a non-fungible token standard (e.g. the ERC-721 standard or ERC-1155 standard) and linked via metadata with specific Art.

“**Purchaser**” means a person or entity that purchases a GENESIS NFT.

“**Purchaser Rights**” has the meaning ascribed to it in the License Terms.

“**Seller**” means a person or entity that sells a GENESIS NFT or offers a GENESIS NFT for sale.

“**Venusverse**” means Women On The Move Corp.

“**Venusverse Entities**” means Venusverse, its parent companies, subsidiaries, affiliates, each of their respective officers, directors, employees, agents, successors and assigns.

The following terms and conditions apply to each GENESIS NFT:

1. If you are a Purchaser of a GENESIS NFT:

- i. Venusverse grants you a worldwide license to display, transfer, make available and use such GENESIS NFT (including the Art included in such GENESIS NFT solely as a whole) from the time you purchase such GENESIS NFT until the time you sell such GENESIS NFT to a Purchaser (collectively, the “**Purchaser Rights**”); and
 - ii. For greater certainty, pursuant to the Purchaser Rights you may transfer the Art as a whole into another form or media. However, you must not mint NFTs using the Art in any type of media.
2. If you are a Seller of a GENESIS NFT:
 - i. You may only sell such GENESIS NFT on a platform or application that cryptographically verifies the exclusive and irreversible sale of the GENESIS NFT from you to the Purchaser; and
 - ii. Upon the sale of such GENESIS NFT, you irrevocably transfer all of your Purchaser Rights in and to such GENESIS NFT (including without limitation all rights in and to the Art in all types of media) to the Purchaser.
3. If you purchase, sell, access, view, display or otherwise use a GENESIS NFT, you must not:
 - i. Violate these License Terms nor any applicable law, regulations, intellectual property or other third-party rights;
 - ii. Reverse engineer, duplicate, decompile, disassemble or decode any aspect of such GENESIS NFT, or do anything that might circumvent measures employed to prevent or limit access to such GENESIS NFT; nor
 - iii. Use such GENESIS NFT in any way connected with any content or activity that:
 - a. Is abusive, threatening, defamatory, obscene or otherwise offensive;
 - b. Is derogatory towards any ethnic, racial, sexual or religious groups; or
 - c. Endorses, condones or discusses violence, illegal acts or any other offensive or obscene activities.
4. You will at all times defend, indemnify and hold harmless the Venusverse Entities, Purchasers and Sellers from and against any claims, damages, liabilities, costs and expenses, including reasonable legal fees, arising out of any action, proceeding or settlement based upon your breach of any of these Licensing Terms.
5. If you have a dispute with a Purchaser or Seller, YOU MUST RESOLVE OR LITIGATE THAT DISPUTE INDIVIDUALLY WITH SUCH PURCHASER OR SELLER. YOU RELEASE THE VENUS VERSE ENTITIES FROM ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE.
6. All rights not expressly granted by Venusverse in these License Terms in respect of GENESIS NFTs are reserved by Venusverse. Notwithstanding any other provision in these License Terms (including without limitation in respect of the Purchaser Rights), Venusverse reserves the rights to reproduce, publish, publicly perform, display and otherwise use the GENESIS Art Collection in any type of media worldwide in perpetuity, subject to the understanding that the only NFTs Venusverse will mint from the GENESIS Art Collection will be the GENESIS NFTs, and Venusverse will use reasonable efforts to ensure that each instance of such use (for example,

on a website, gallery or part of a portfolio) will include two (2) or more pieces of Art from the GENESIS Art Collection.

7. If Venusverse determines (in its sole and absolute discretion) that a GENESIS NFT has been used in a manner that violates these License Terms, Venus Verse may revoke the Purchaser Rights in and to such GENESIS NFT (without limiting the other rights and remedies available to Venusverse) and, if revoked, such Purchaser Rights will immediately revert to Venusverse.