

Artfest Ownership License

Updated on October 25, 2023

DEFINITIONS

"Art" means any digital creation, art, design, and drawings created by an Artist, and first released to the public by the Creator, that may be associated with an (" NFT").

"Artist" means one of the artists collaborating with WoW for this Artfest fall edition 2023.

"Attribute" means each and all constituent elements of the Art, taken independently of the overall Art, including designs and patterns of the background, clothes, earrings, eyes, face accessories, facial features, hairstyle, lips, mouth, necklace, and skin tone.

"Creator" means the entity which released to the public the NFT, and related Art, on behalf of the Artist, i.e., WOW Studio Limited, with a registered address of 7a Abbey Business Park Monks Walk Farnham Surrey, United Kingdom GU9 8HT.

"Effective Date" means the date on which these Terms, as defined hereinafter, are effective, that is (i) for the Primary Owner, the date on which these Terms is displayed on <https://artfest.worldofwomen.art/> for the first time or (ii) as for any subsequent Owner, the date of acquisition of the NFT.

"NFT" means a blockchain-tracked, non-fungible token, launched by World of Women in collaboration with the Artist for the purposes of a specially curated collection of art available to WoW/WoWG holders and non-holders who may purchase an NFT through a paid mint.

"Owner" means the current owner of the NFT and related Art. In case of transfer of ownership, including via Resale, the recipient becomes the sole Owner of the NFT.

"Own" means, with respect to an NFT, an NFT that one has purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain, thus becoming the Owner of the NFT.

"Primary Owner" means the individual or entity qualifying as Owner on the Effective Date.

"Resale" means the sale by the Owner of the Purchased NFT, and related Art, to a subsequent buyer, which shall own the Purchased NFT and related Art upon its effective purchase and thus become its new Owner.

"Artfest Website" means the website published and edited by the Creator accessible at the following link: <https://artfest.worldofwomen.art/>

These Terms and Conditions are intended to govern all rights, title and interest in and to the intellectual property rights on the Art to which this agreement is attached (hereinafter the **"Terms"**). These Terms shall govern any transfer under which the Creator has agreed to transfer the NFT to a Primary Owner or subsequent recipients of the NFT.

These Terms shall be effective as of the Effective Date and remain in force in perpetuity or unless agreed otherwise by the Creator. These Terms shall apply to the initial mint of the NFT and all subsequent sales or transfers.

By acquiring the NFT, and its related Art, in any way whatsoever, the Owner hereby acknowledges having read the content of these Terms as available on the Artfest Website.

The Creator may revise these Terms and publish amended versions thereof from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. Each version of the Terms shall be numbered and the latest version published shall apply. In any case, no amended version of the Agreement shall have the effect to restrict the rights granted to the Owner hereunder.

NO ASSIGNMENT

The purchase, repurchase, transfer or possession of the NFT does not create an assignment of any intellectual property rights from the Creator to the Primary Owner or any subsequent owner.

Any and all commercial rights of reproduction, representation and adaptation are retained by the Creator and the Artists. Any form of commercial exploitation by the Primary owner or subsequent owners, including but not limited to media (including but not limited to, digital media, physical media, paper editions, optical discs, storage media, multimedia, etc.), in all formats (including but not limited to, still images, animated sequences, etc.) and by all technical processes known to date or to come (including but not limited to digitalisation and computer storage, downloading, all computerized means or electronic communication networks, etc.) are prohibited.

Owners, however, do have the right, for social and entertainment purposes only, to display and share the NFT and its associated Art, on social media, in all formats and sizes.

For the avoidance of doubt, nothing contained in these Terms shall grant or shall be deemed to grant any right on the Art's Attributes, which shall remain the exclusive property of the Creator and its Artists.

MORAL RIGHTS

The Creator shall have the right to enforce, on behalf of the Artist, all moral rights as described below"

The Owner hereby undertakes to follow the the below rights:

- I. right of authorship, which shall entitle the Creator to demand and claim at any time that the Artist's chosen name be mentioned on any mode of display of the Art; and
- II. right to preserve the integrity of the Art, which shall entitle the Creator to oppose any modification, deletion or addition likely to alter the Art, or any use of the Art that may alter its spirit, devalue it or otherwise be deemed prejudicial to the reputation of the Artist.

i. TRADEMARKS AND PROMOTION

When using the Art, in any way whatsoever, including but not limited to its publication, exploitation, and/or promotion, the Owner shall not use the trademarks, service marks, or proprietary words or symbols of the Creator, to the extent otherwise permitted by applicable law or by written agreement of the Creator.

By exception, when using the Art for non-commercial purposes only, the Owner shall have the right to reference the Creator by using the denomination "World of Women" or condensed denominations "WOW" or "WoW", unless informed otherwise by the Creator. Such use shall not, in any way whatsoever, damage or adversely impact the Creator or author's reputation.

Nothing contained in these Terms shall grant or shall be deemed to grant to either party any right, title or interest in or to the other party's trademarks.

1. COOPERATION

The Creator and the Owner shall cooperate in good faith and reasonably assist each other in the prosecution of legal proceedings involving the Art, or derivative works therefrom, including proceedings conducted for the purpose of protecting any and all intellectual property rights on the Art from infringement.

The Creator shall have the right to protect and defend, including through litigation, the rights attached to the Art in the event of the Owner's inaction and subject to its prior information.

1. GOVERNING LAW

If any provision in these Terms shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the initial intention of the parties.

The validity of these Terms and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed, interpreted and enforced in accordance with the laws of the United Kingdom.