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  - The sale of your NFT does not constitute a "commercial use" of your NFT for the purposes of this License.
  - For Gamer Room, Honorary, Celebratory and other non-1:1 collections MetaBoy NFT grants no license without permission being granted by founders.

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4. For the avoidance of doubt, the individual layered files, traits and Art of the NFT you Own may not be used individually, separately or in combination of each other, other than as provided above, for commercial or any other purpose.

### Termination

In the event that the Owner of an NFT breaches the terms of this License, then we may terminate the License without notice and may take further steps including publishing the termination of the License and/or taking steps to seek to block the Art or the listing of an NFT subject to termination from any third party sites. Upon Termination any right to use the Art associated with an NFT which is Owned immediately ceases.

### Definitions

In this License:

Art means any art, design, wording and drawings (in any form or media, including, without limitation, video or photographs) that are associated with an NFT that you Own;

Counterfeit NFT means an NFT that contains art that is identical or substantially indistinguishable from the NFT you Own, including:

1. An NFT described as a knock-off, replica, imitation, clone, faux, fake, mirror image, or similar term used to described an NFT; or
2. An NFT that mimics the layers, features or traits of the NFT you Own,
3. In an attempt to pass it off as a genuine creation by us;

Digital Wallet means the applicable "Metamask" location, public key or wallet address, account or storage device which we choose to support for the delivery of the NFTs provided by us;

Intellectual Property Rights means any and all present and future intellectual property rights, conferred by statute, at common law or in equity and wherever existing, including:

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- Any application or right to apply for registration of any of these rights or other rights of a similar nature arising or capable of arising under statute or at common law anywhere in the world;

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- Other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organization 1967;
- Any registration of any of those rights or any registration of any application referred to in this Section; and
- All renewals and extensions of these rights;

Marketplace means a software platform or software (including a Blockchain digital wallet) which permits the transfer, purchase or sale of an NFT, provided that the Marketplace at all times cryptographically verifies the NFT owner's right to Own the NFT;

Own means, with respect to an NFT, any NFT we have issued, that you have purchased or otherwise rightfully acquired from a legitimate source, where proof of ownership is recorded on a blockchain system and you control the private key associated with a Digital Wallet to which the NFT is associated or located;

Revenue Share means 5%;

Third Party IP means any third party Intellectual Property Rights; and

Website means <https://www.metaboynft.io/> and all subpages.