

Twitter NFT Terms

We're excited you're interested in a blockchain-based non-fungible token ("NFT") created by [Twitter, Inc.] ("Twitter"). As a recipient of the Twitter NFT, either through an initial transfer from Twitter or a subsequent transfer or purchase, you agree to these Twitter NFT Terms by and between you and Twitter (the "Terms").

The NFT is a limited-edition digital asset created by Twitter that includes artwork owned or created by Twitter (the "Artwork"). The Artwork may also incorporate one or more elements of Twitter's trademarks and branding (the "Brand"). The Artwork and Brand are neither stored nor embedded in the NFT, but are accessible through the NFT. Although the NFT itself is owned by the recipient of the NFT, the Artwork and Brand associated with the NFT is licensed and not transferred or sold to such recipient.

So long as you comply with these Terms, Twitter hereby grants to you, solely for so long as you are the owner of the NFT, a non-exclusive, non-transferable, non-sublicensable, worldwide license to access, perform and/or display the Artwork and Brand using the NFT, solely for your personal, non-commercial purposes. Except for the license granted above, Twitter and its affiliates retain all right, title, and interest in and to the Artwork and Brand.

Furthermore, you may not use the Brand in connection with any product or service that is not Twitter's product or service, or in any manner that is objectionable, likely to cause confusion or dilute, blur, or tarnish the Brand. All use of the Brand, including any goodwill generated by such use, shall inure to the benefit of Twitter.

If you are the recipient or owner of the NFT, you may transfer the NFT to a third party, but, after you do so, your license to the Artwork (including any Brand incorporated therein) will immediately terminate. Your license will also immediately terminate if you breach these Terms. Any new recipient of the NFT will be subject to and bound by these Terms.

Twitter provides the NFT, and licenses the Artwork to the owner of the NFT, on an "AS IS" basis, and expressly disclaims any warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose. In no event will Twitter or its affiliates be liable for any indirect, incidental, consequential, or other non-direct damages of any kind, even if advised of the possibility of such damages. The maximum aggregate liability of Twitter and its affiliates for all damages and causes of action, whether in contract, tort (including negligence) or otherwise, shall be \$100.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and Twitter. All disputes related to these Terms, the NFT or the Artwork will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.

These Terms constitute the entire agreement between you and Twitter with respect to the NFT the Artwork and the Brand, and supersedes any prior or contemporaneous written or oral agreements or understandings between you and Twitter relating to the NFT, the Artwork, or the Brand.