

Miss O Cool Girls are a collection of digital artworks (NFTs) running on the Ethereum network. This website is only an interface allowing participants to purchase, mint, and acquire Miss O Cool Girls digital collectibles. Users are entirely responsible for the safety and management of their own private NFT wallets and for reading and reviewing all transactions and contracts generated by this website before approval, purchase or sale. As the Miss O Cool Girls smart contract runs on the Ethereum network, there is no ability to undo, reverse or restore transactions. Miss O Cool Girls NFTs use the Ethereum blockchain which requires NFT wallets to support the Ether (CRYPTO:ETH) currency.

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### **Introduction to the MISS O COOL GIRLS NFT LICENSE AGREEMENT**

As a Miss O Cool Girls NFT owner, You have the right to copy, display, remix and do other creative things with your Miss O Cool Girls Character Art associated with your NFT within the minor restrictions described below. Pretty Awesome huh?! For example, You can incorporate the Miss O Cool Girls character into physical things like stickers, T-shirts, posters, and stationary. You can use the Miss O Cool Girls Character in any of your personal physical or digital graphic items, art, hobby projects other personal items. You can form creative DAOs. And, you can write Fanfiction!

Although this Agreement does not give you ownership of the Miss O Cool Girls Character Art, brand, or other intellectual property rights associated with the Licensor, HD Group LLC; Your license is broad and subject to few limitations. For example, you can use your NFT's linked Miss O Cool Girls Character Art for economic activity that generates up to \$25,000 USD in proceeds a year! And, if you want to engage higher revenue commercial activity and potentially acquire additional rights in and to derivative works you create, you can contact HD Group about obtaining a commercial license via this email address: Hello@MissOCoolGirls.xyz. Use the phrase "Commercial Licensing Information Request" in the subject line and provide some contact information and your Miss O Cool Girls NFT number. Oh, one more important thing, let's all keep usage of Miss O Cool Girls positive, kind, caring, helpful, uplifting and inspiring. One of our many goals is to support, inspire and motivate all women to become more involved with science, technology, engineering, and mathematics ("STEM"), investing, entrepreneurship and business ownership. Please NEVER use Miss O Cool Girls Character Art in a distribution or posting of any media that supports or depicts a malicious, harmful, offensive, obscene, violent, hateful, or intolerance toward others, or that otherwise infringes upon the rights of others. Thank you and enjoy!

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### **MISS O COOL GIRLS LICENSE AGREEMENT**

This Miss O Cool Girls License Agreement ("Agreement") is made and entered into effect as of the date of purchase (the "Effective Date") between the ("Licensor", "us"), HD Group, LLC, and a person (which may be an individual or an entity) ("Licensee", "You", "Your") that purchases a Miss O Cool Girls NFT.

In consideration of the premises and the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration as set forth herein, Licensor and Licensee ("the parties") agree as follows:

- 1) Definitions.

“Adaptation” of the Art means art that is essentially the same as the Art, though presented in or on a different medium than the Art. An Adaptation of the Art is a type of derivative work of the Art.

“Agreement” means the entire content of this Miss O Cool Girls NFT License Agreement document.

“Art” means any digital creation, design, illustration, or fictional character created by its author, and first released to the public by the Creator, and associated with the NFT.

“Creator” means the entity that released to the public, the Miss O Cool Girls NFT (i.e., HD Group LLC).

“Economic Activity” means any activity engaged in to obtain income, regardless of whether or not the activity is aimed at making profit.

“Miss O Cool Girls NFT” means a unique digital collectable of the Licensor’s creation that includes a) a NFT managed entirely by the Ethereum network with a respective Smart Contract, and b) Art associated with the NFT via metadata.

“NFT” means a digitally unique, blockchain-tracked, non-fungible token, such as one conforming to the ERC-721 standard, issued and tradeable on the Ethereum blockchain.

“Own”, “Ownership” means, with respect to an NFT, an NFT that one has purchased or otherwise rightfully and legally acquired from a legitimate source, where proof of purchase and ownership is cryptographically recorded and verifiable on the Ethereum blockchain.

“Purchased Miss O Cool Girls NFT” means a Miss O Cool Girls NFT that You Own.

“Smart Contract” means lines of code or a transaction protocol intended to automatically execute, control, or document basic relevant events and actions according to the terms of an agreement. The code and the agreements contained therein exist across a distributed, decentralized blockchain network, such as the Ethereum blockchain.

2) Accordance. You desire to obtain, and Licensor has agreed to license to and authorize the use of the Art by You in accordance with the terms and conditions of this Agreement. Your purchase of the Miss O Cool Girls NFT and use of the Art, in whole or in part, indicates Your assent to the terms and conditions of this Agreement; and Your acknowledgement to have read and be legally bound by the terms of this Agreement.

### 3) Intellectual Property Ownership.

a) Ownership of a Miss O Cool Girls NFT gives You Ownership of the NFT (i.e., ownership of the digitally unique, non-fungible token, recorded, and tracked on the Ethereum blockchain), but not the Art.

b) You acknowledge and understand that Licensor owns all legal rights, title and interest in and to the Art, and all intellectual property rights therein. The rights You have in and to the Art are described in this Agreement. Licensor reserves all rights in and to the Art not expressly granted to You in this Agreement. You acknowledge and agree that the license granted herein is non-exclusive and that Licensor may license others to use the Art. Licensor shall have the right to assign and or license its rights and obligations under this Agreement and or all its right, title, and interest in the Art without the consent of Licensee. You acknowledge and agree that you do not have a right to use any trademarks or logos owned by Licensor.

### 4) Intellectual Property License.

a) Personal Use. Subject to Your continued compliance with the terms of this Agreement, Licensor grants You a worldwide, personal, non-sublicensable, non-exclusive, non-transferable, royalty-free license to use, copy, display, modify and create derivative works of the Art, solely for the following purposes:

- i) For Your own personal, non-commercial use.
- ii) To reproduce and distribute Adaptations of the Art and other derivative works of the Art for non-commercial uses.
- iii) As part of a marketplace that permits the purchase and sale of Your Miss O Cool Girls NFT, provided that the marketplace cryptographically verifies each Miss O Cool Girls NFT owner's rights to display the Art for their Miss O Cool Girls NFT to ensure that only the actual owner can display the Art.
- iv) As part of a third party website or application that permits the inclusion, involvement, or participation of Your Miss O Cool Girls NFT, provided that the website or application cryptographically verifies each Miss O Cool Girls NFT owner's rights to display the Art for their Miss O Cool Girls NFT to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Miss O Cool Girls NFT leaves the website or application.

b) Economic Activity. Subject to Your continued compliance with the terms of this Agreement, Licensor grants You a worldwide, personal, non-sublicensable, non-exclusive, non-transferable, royalty-free license to use, copy, display, modify and create derivative works of the Art, solely for the following purposes:

- i) To engage in Economic Activity for the purpose of reproducing, selling, and distributing Adaptations of the Art and other derivative works of the Art, provided that:
  - (1) Each derivative work of the Art is labeled as a licensed derivative in a description box along with the Miss O Cool Girls NFT number from which it is derived. (e.g., Licensed Derivative of Miss O Cool Girls NFT #1234). Failure to do so is a breach of this Agreement and could result in Your Miss O Cool Girls NFT listing being reported, removed, or suppressed.
  - (2) Such Economic Activity does not produce more than \$25,000 USD in proceeds in any year. If You generate proceeds through such Economic Activity that exceed \$25,000 USD in a year, then you must contact us at Hello@MissOCoolGirls.xyz with the phrase "Commercial Licensing Information Request" in the subject line, provide contact information and your Miss O Cool Girls NFT number in the email, and then enter into a commercial license with HD Group.
  - (3) You do not attempt to trademark, copyright, or otherwise acquire intellectual property rights in or to the Art or Adaptation of the Art.
- ii) For the sake of clarity, nothing in this Section 4)b) will be deemed to restrict You from:
  - (1) Owning or operating 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 Art for their owned NFT to ensure that only the actual owner can display the Art;
  - (2) Owning or operating a third party website or application that permits the inclusion, involvement or participation of NFTs generally, provide that the third party website or application cryptographically verifies each NFT owner's rights to display the Art for their owned NFT to ensure that only the actual owner can display the Art; and provided that the Art is no longer visible once the owner of the purchased NFT leaves the website or application; or
  - (3) Earning revenue from any of the foregoing in Section 4)b)ii), even where such revenue exceeds \$25,000 USD in gross revenue.

5) Assignment. This Agreement, including without limitation the license granted hereunder, is personal to You and shall not be assigned or transferred by You, except that when You Sell Your Purchased Miss O Cool Girls NFT to a new Miss O Cool Girls NFT purchaser in a manner verifiable on the Ethereum blockchain, this Agreement is automatically transferred to the new

Miss O Cool Girls NFT purchaser. Any other attempt on the part of You to assign, sub-license or transfer any of Your rights under this Agreement, except as provided herein, shall be invalid and void.

6) Licensor's Intellectual Property.

- a) When using the Art, in any way whatsoever, including but not limited to its publication, exploitation, or promotion, You shall not use the trademarks, service marks, or proprietary words or symbols of the Licensor, unless and to the extent such use is permitted by applicable law or by written agreement with the Licensor.
- b) Notwithstanding 6)a) above, when using the Art for personal use or Economic Activity in accordance with the terms and conditions of this Agreement, You shall have the limited right to reference the Licensor by using the denomination "Miss O Cool Girls" or the condensed denomination "MOCG", unless informed otherwise by Licensor. Such use shall not, in any way whatsoever, damage or adversely impact the Licensor or author's reputation.
- c) Licensor shall have the right, at its sole discretion, to promote, include through social media, and public use of the Art by You.
- d) Except as set forth in this Section 6), nothing contained in the Agreement shall grant or shall be deemed to grant either party any right, title or interest in or to the other party's trademarks.
- e) In any case, You shall not use the Art in a way that would or could present the Licensor as endorsing, recommending or favoring, in any way whatsoever, You, Your use of the Art, or a product or service, unless such use is permitted by written agreement with the Licensor.

7) Restrictions. You understand and agree that You may not, nor permit any third party to do or attempt to do any of the following:

- a) Use the Art in any way that is unlawful, abusive, defamatory, harassing, harmful to minors, hateful, homophobic, libelous, malicious, obscene, offensive, pornographic, racist, sexist, violent, presents intolerance toward others, or that otherwise is objectionable to a reasonable person;
- b) Use the Art to commit any criminal offense; or
- c) Attempt to trademark, copyright, or otherwise acquire additional intellectual property rights or interests in or to the Art. If You create trademark, service mark or trade dress rights in connection with the Art, Licensor shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress. You hereby assign and transfer to Licensor all trademark, service mark, and trade dress rights created by any use(s) of the Art. You agree not to attempt to obtain rights or assert rights in the Art's trademark, service mark, and trade dress or to challenge Licensor's rights or assist others to obtain rights or challenge Licensor's rights in and to the Art.

The restrictions in this Section 7 shall survive the expiration or termination of this Agreement.

8) Transferring Your NFT. You may sell, trade, donate, give away, or transfer (collectively "Sell") Your Purchased Miss O Cool Girls NFT to a new Miss O Cool Girls NFT purchaser in a manner verifiable on the Ethereum blockchain at any time. You understand and agree that the license to the Art associated with the Miss O Cool Girls NFT transfers to the new owner, at the same time the new owner's Ownership of the Miss O Cool Girls NFT is cryptographically verifiable on the Ethereum blockchain. The licenses granted in this Agreement, only apply while You Own the Purchased Miss O Cool Girls NFT.

9) Terms of License. If You exceed the \$25,000 USD limitation on annual proceeds set forth in Section 4)b), You will be in breach of this Agreement and the license(s) herein, and must send an email to Licensor at Hello@MissOCoolGirls.xyz within thirty (30) days of such breach, with the phrase "Commercial Licensing Information Request" in the subject line, provide some

contact information, your Miss O Cool Girls NFT, an explanation, and a request in the email for information about entering into a commercial license agreement or a request to obtain an exemption (which may be granted or withheld in Licensor's sole and absolute discretion). If the license proceeds grant in Section 4)b) is exceeded without entering into a commercial license agreement or obtaining an exemption from Licensor, You acknowledge and agree that:

- a) You are in breach of this Agreement;
- b) In addition to any remedies that may be available to Licensor at law or in equity, Licensor may immediately terminate this Agreement and or report, remove, or suppressed the Purchased Miss O Cool Girls NFT, without the requirement of notice; and
- c) You will be responsible to reimburse Licensor for any and all costs and expenses incurred by Licensor during the course of enforcing the terms of this Agreement against You.

10) Successors. The rights and obligations under this Agreement will inure to the benefit and binding upon any of Licensee's successors and assigns, as well as Licensor's.

11) No Conflict. Licensor warrants and represents that Licensor is not party to, or will not be a party to, any assignment, agreement or other contract in conflict with this Agreement.

12) Entire Agreement. The contents of this document constitute the entire Agreement between Licensor and Licensee and supersedes any prior or contemporaneous understandings, whether written or oral.

13) Headings. Headings to this Agreements are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

14) Interpretation. Ambiguities, inconsistencies, or conflicts in this Agreement shall not be strictly construed, but will be resolved by applying the most reasonable interpretation under the circumstances and consideration to the parties' intentions at the time of this Agreement.

15) Indemnification. You shall fully indemnify, defend, and hold harmless Licensor, subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers, or partners from and against any claim, liability , loss, damage (actual or consequential) of any kind or nature, expense, suit, judgement, litigation costs and attorneys' fees arising out of or in any way related to or arising from:

- a) Your breach of any term or condition of this Agreement; or
- b) Your offering, promoting, advertising, sale, use, or use of the Art, whether or not such use conforms to standards set by Licensor, provided such claim, liability, loss, damage, expense, suit judgement, litigation cost or attorneys' fees does not arise from the negligence of Licensor.

16) Dispute Resolution.

- a) If there is a disagreement between the Licensor and the Licensee on the interpretation of this Agreement or any aspect of the performance by either party of its obligations under this Agreement, representatives of the parties will, within 10 days of receipt of a written request from either party to the other, meet in good faith and try to resolve the disagreement without recourse to legal proceedings.
- b) If resolution does not occur within 7 days after meeting, the parties may jointly appoint a mediator or independent expert to do so.
- c) Nothing in this clause restricts either party's freedom to seek urgent relief to preserve a legal right or remedy, or to protect a proprietary or trade secret right.

17) Jurisdiction & Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the Laws of the state of Connecticut. Licensor and Licensee consent to jurisdiction under the state and federal courts within the state of Connecticut.

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