



TERMS & CONDITIONS FOR THE SALE OF ARTWORK

1. DEFINITIONS

- a. 'Artwork' refers to any digital creation, art, design, drawings, fictional character, illustration, image, vector, video, 3D asset, template asset or any other pictorial or graphic work created by 8SIAN, that may be associated with an NFT transferable to an Owner under this contract.
- b. 'Creator' refers to the entity which published in the public domain the Artwork and NFT on behalf of its author, i.e. 8SIAN Sdn. Bhd. [Company Registration No.: 202201013030 (1458727P)].
- c. 'Economic Activity' refers to any activity conducted to obtain income, regardless of the aim of the activity in terms of the intention of making a profit or otherwise.
- d. 'NFT' refers to any NFT created or issued by 8SIAN on any blockchain-tracked, non-fungible token, such as those conforming to the ERC-721 standard, ERC-1155 standard, or any other similar non-fungible token standard issued and tradable on any blockchain, or minted via smart contract linked through metadata.
- e. 'Owner' refers to the current owner of the Artwork and NFT. There can be several owners for each Artwork and NFT but only one sole Owner at a time. The buyer becomes the sole Owner of the Purchased NFT once the NFT is minted or bought.
- f. 'Mint' refers to the issuance of Artwork and NFT by the Creator to the Owner.
- g. "Sale" refers to a transfer of ownership of the Artwork and NFT in exchange of monetary asset and/or equivalent, from the Creator to the Owner, or from an existing Owner to the new Owner.
- h. 'Terms and Conditions' refer to this agreement, which constitutes a legally binding agreement between the Owner and the Creator, governing the purchase of NFTs in the context of a Sale.

2. INTRODUCTION

- a. Please read the following Terms and Conditions carefully for the purposes of awareness of your legal rights and obligations with respect to 8SIAN Sdn. Bhd. [Company Registration No.: 202201013030 (1458727P)] ('8SIAN'). These Terms and Conditions are intended to govern the assignment of all rights, title and interest in and to the intellectual property rights on the Artwork to which these terms and conditions are attached.
- b. 8SIAN reserves the right, in its sole and absolute discretion, to change, modify, suspend, or discontinue all or any part of the Terms and Conditions at any time. Any changes will be effective upon their publication on [www.8SIAN.io] with no other notices provided and you are deemed to be aware of and bound by any changes to the foregoing upon their



publication. Such new versions will be in similar spirit to the present version, but may differ in detail to address new problems or concerns.

- c. By engaging in the Sale, the Owner must read, understand, agree and accept these Terms and Conditions without any condition or restriction. Therefore, the Owner legally accepts these Terms and Conditions and will agree to form a binding contract. If the Owner does not agree to these Terms and Conditions, the Owner shall not engage in the Sale. The Owner acknowledges that he, she or they are due to review these Terms and Conditions from time to time.

3. PURCHASE AND OWNERSHIP OF THE ARTWORK

- a. Ownership of the Artwork is awarded to the Owner who has purchased the Artwork in full, cleared funds or otherwise rightfully acquired from a legitimate source, where proof of purchase is recorded on the relevant blockchain.
- b. The Artwork legally obtained and retained by the Owner can and will be transferable. The transferee will be subject to these Terms and Conditions.
- c. The Owner acknowledges and agrees that the Creator and 8SIAN own all rights, titles and interests in and to any artworks, configurations, concepts, designs, drawings, photographs, labels, logos, trademarks, trade dress, copyright, formulas and all original works of authorship that may be associated with any Artwork purchased by the Owner, including all intellectual property rights therein. The Owner agrees not to infringe, violate or misappropriate the exclusive rights belonging to the Creator and 8SIAN.
- d. The Creator and 8SIAN reserves the rights to reproduce, modify, use, display, publish, distribute, sell and duplicate the Artwork, in whole or in part, for commercial purposes or any purpose whatsoever in any media.
- e. The Creator and 8SIAN reserves the rights to revise, edit, manipulate, add, create, distribute and exploit the Artwork and derivative works in any manner and any medium chosen by the Creator and 8SIAN.
- f. The Owner may not produce, reproduce, publish or submit for publication, in whole or in part, directly or indirectly, any image of the purchased Artwork, in relation or not in relation to any third parties.
- g. The rights granted to the Owner via the Sale and purchase of the Artwork are limited to those detailed in Paragraph 4, 'TERMS OF USAGE OF THE ARTWORK.'
- h. Should the Owner breaches any of their obligations under Paragraph 3, the Owner acknowledges and agrees to the following:
 - i. Payment of damages will not be a sufficient form of compensation to the Creator and 8SIAN;



- ii. The Creator and 8SIAN can and may apply to the legal court for an order to stop and prevent the Owner from continuing to breach the Owner's obligations under these Terms and Conditions;
- iii. Under the circumstances whereby the Artwork is placed or offered for sale on any internet website under the direction of the Owner, the Creator and 8SIAN can and may communicate with the operator of any internet website and instruct, on the Owner's behalf, to remove the image and offers for sale of the Artwork.

4. TERMS OF USAGE OF THE ARTWORK

a. FOR THE OWNER'S PERSONAL USE

- i. The Owner possesses the rights to reproduce by any process of the Artwork, including but not limited to manufacturing, copying, displaying, printing in relation to the purchased Artwork for the purposes of creating any form of artwork or any form of materials under a worldwide, exclusive, royalty-free license granted by the Creator and 8SIAN for the Owner's personal use.

b. FOR THE OWNER'S COMMERCIAL USE

- i. The Owner possesses the rights to reproduce by any process of the Art, including but not limited to manufacturing, copying, displaying, printing in relation to the purchased Artwork for the purposes of creating any form of artwork or any form of materials under a worldwide, exclusive, royalty-free license granted by the Creator and 8SIAN for the Owner's commercial use, including but not limited to the following:
 - 1. The production and sale of merchandise products (example: printed T-shirts)
 - 2. The ownership of a website, platform, marketplace or any other application in similar nature which permits the sale of 8SIAN and 8SIAN related Artwork; and
 - 3. The act of earning revenue from the Creator and 8SIAN relevant to the Artwork via any method of sale transactions.

- c. Should the Owner breach any of their obligations under these Terms and Conditions, the Owner agrees that the Creator and 8SIAN can and will direct the Owner to return the Artwork immediately, failing which the Creator and 8SIAN can and will take legal action against the Owner.



5. 8SIAN ENFORCEMENT RIGHTS

- a. The Owner agrees to do none of the following:
 - i. Infringe, violate or misappropriate the copyright, trademark, moral rights or intellectual property rights belonging to the Creator and 8SIAN;
 - ii. Infringe, violate or misappropriate the copyright, trademark, moral rights or intellectual property rights belonging to others or any applicable law or regulation in any way or form;
 - iii. Utilize the Artwork in which case violates, or encourages any conduct that would violate any applicable law or regulation;
 - iv. Utilize the Artwork in a fraudulent, false, misleading or deceptive manner;
 - v. Utilize the Artwork in ways that is defamatory, obscene, pornographic, vulgar, offensive, violent, threatening;
 - vi. Utilize the Artwork in ways of promoting discrimination, bigotry, racism, hatred, harassment or harm against any individual or group.

6. COPYRIGHT POLICY

- a. 8SIAN respects copyright laws and expects the Owner to hold the same belief and behave in the same manner of conduct. 8SIAN reserves the right to terminate, in appropriate circumstances, the Owner who repeatedly infringes or violates the rights of any copyright holder.

7. DATA PROTECTION

The Creator and 8SIAN may collect, hold, control, use and transmit personally identifiable information obtained from the Owner in the course of the Sale and purchase of the Artwork by the Owner. By agreeing to these Terms and Conditions, the Owner agrees for such information to be disclosed to, and utilized by, the Creator and 8SIAN should the Owner breaches the obligations set out in these Terms and Conditions.

8. LIABILITY OF THE CREATOR

The Creator makes no representation or warranty of any kind whatsoever, expressed or implied, in connection with the Artwork. The Creator and the relevant officers, directors, employees, shareholders, or agents exclude all liability, whether in contract, tort or otherwise, to the fullest extent permitted by applicable law, for any loss or damages that may be incurred onto the Owner or third parties in connection with the Artwork.



9. RIGHTS OF THIRD PARTIES

No person or party other than the Owner and the Creator and 8SIAN have any rights under these Terms and Conditions other than in respect of Paragraph 3 which confers a benefit to the Creator and 8SIAN. Such a benefit is enforceable and is intended to be enforced by the Creator and 8SIAN.

10. TERMINATION

- a. The Terms and Conditions and its clauses are only valid to the extent that the Owner continues to be in possession and ownership of the Artwork and NFT.
- b. Once the Owner is no longer in possession of the NFT, the Terms and Conditions shall immediately expire and be terminated without any prior notice. The Terms and Conditions will be transferred to the following Owner, i.e. the individual or party who engages in the Sale, purchase and ownership of the Artwork and NFT, verified by the blockchain.
- c. Any use of the Artwork and NFT after its disposal shall be considered as an act of infringement of the Creator and 8SIAN's exclusive rights.

11. GOVERNING LAW

- a. The Terms and Conditions shall be governed by and construed in accordance with the Law of Malaysia. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the Malaysian courts.
- b. If any of these terms are deemed invalid or unenforceable for any reason, including but not limited to the limitations set herein, then the invalid or unenforceable provision will be severed from these Terms and Conditions and the remaining Terms and Conditions shall continue to apply.