



## TONIC NFT COLLECTION TERMS

### INTERFERENCE BY PHAUST

By purchasing, acquiring, or otherwise receiving an NFT that originated from Tonic and links to these Tonic NFT Terms (each a “**Tonic NFT**”), you agree to these Tonic NFT Terms (the “**NFT Terms**”). These NFT Terms, along with the Tonic User Terms of Service, made available at [tonic.xyz/terms](https://tonic.xyz/terms) and incorporated herein by reference, are collectively referred to as the “**Agreement**.”

**OWNERSHIP OF TONIC NFTS AND ARTWORK.** Each Tonic NFT is a limited-edition digital asset that embodies or includes certain artwork licensed to, owned, or created by Tonic (the “**Artwork**”). You acknowledge and agree that Tonic Labs, Inc. (“**Tonic**”) and its licensors, as applicable, own all legal right, title and interest in and to the Artwork, and all intellectual property rights therein. The Tonic NFTs may also incorporate one or more elements of Tonic’s trademarks and branding (the “**Brand**”). Each Tonic NFT is a non-fungible token hosted on the Ethereum blockchain, ownership of which can be transferred through gift, purchase, or sale. The Artwork is neither stored nor embedded in the Tonic NFT, but is accessible through the Tonic NFT. **ALTHOUGH EACH TONIC NFT ITSELF IS OWNED BY ITS THEN-CURRENT OWNER, THE ARTWORK EMBODIED THEREBY AND ANY BRAND INCORPORATED THEREIN OR USED THEREWITH IS LICENSED, PURSUANT TO THESE NFT TERMS, AND NOT TRANSFERRED OR SOLD, TO SUCH OWNER. “OWN” MEANS, WITH RESPECT TO A TONIC NFT, A TONIC NFT THAT YOU HAVE RIGHTFULLY AND LAWFULLY PURCHASED OR ACQUIRED FROM A LEGITIMATE SOURCE, WHERE PROOF OF SUCH PURCHASE OR ACQUISITION IS RECORDED ON THE RELEVANT BLOCKCHAIN.** The rights that you have in and to the Artwork are limited to those expressly stated in the paragraph immediately below. Tonic and its licensors reserve all rights in and to the Artwork and Brand not expressly granted to you herein.

**LICENSES.** Subject to your lawful purchase or acquisition of a Tonic NFT and your continued compliance with this Agreement, Tonic grants you a worldwide, non-exclusive, revocable, royalty-free license, with no right to sub-license, (a) to use the Artwork (i) in accordance with and subject to the terms of the Creative Commons Attribution-Non-Commercial 4.0 International Public License; (ii) through or as a part of a marketplace that permits the purchase and sale of your Tonic NFTs in connection with such potential purchase or sale, provided that the marketplace cryptographically verifies rights to ensure that only the actual owner can offer a Tonic NFT for sale; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your Tonic NFTs, provided that the website/application cryptographically verifies rights to ensure that only the actual owner can display a Tonic NFT; (b) to access certain limited features or exercise certain privileges on or through the Tonic website and/or mobile application(s) (collectively, the “**Tonic Digital Properties**”), in each case in accordance with the functionalities of such Tonic Digital Properties and as may be modified by Tonic from time to time in Tonic’s sole discretion; and (c) to access certain special experiences, features, communities and other on- and offline services that may be made available on an exclusive basis to holders of this Tonic NFT (“**NFT Privileges**”) from time to time. Tonic provides each Tonic NFT, licenses the Artwork and Brand to the owner of each Tonic NFT, and provides the Tonic Digital Properties 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. The license to display the Artwork and any Brand embodied by a Tonic NFT is automatically and always transferred with the NFT as provided below. Otherwise, the license to display the Artwork and any Brand embodied by a Tonic NFT is non-transferable.



The NFT Privileges are subject to change from time to time in Tonic's sole discretion.

You acknowledge that the license granted to you in this Agreement applies only to the extent that you lawfully purchased or acquired a Tonic NFT and, with respect to a Tonic NFT that you purchase, that you continue to own such Tonic NFT. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of your Tonic NFT for any reason, the licenses granted in this Agreement to you will immediately expire with respect to such Tonic NFT without the requirement of notice, and you will have no further rights in or to the Artwork or Brand embodied by such Tonic NFT. The license granted in this Agreement will also automatically terminate, with all rights returning to Tonic, if: (x) you breach this Agreement, which shall include transferring or acquiring a Tonic NFT in a way not specifically permitted hereunder or (y) you engage in any unlawful business practice related to any Tonic NFT or the Tonic Digital Properties. In the event that you did not lawfully purchase or acquire your Tonic NFT or upon any termination of the license granted in this Agreement, Tonic may disable your access to the Artwork and/or Brand and/or deny you access to the Tonic Digital Properties and/or any further benefits, services or goods associated with the Tonic NFT.

**RESTRICTIONS.** You agree that you will not, nor will you permit any third party to, do or attempt to do any of the following without Tonic's express prior written consent in each case (other than as permitted by the Creative Commons Attribution-Non-Commercial 4.0 International Public License): (i) modify, distort or perform any other change to the Artwork or Brand embodied by your Tonic NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes; (ii) use the Artwork or Brand embodied by your Tonic NFTs as a brand or trademark or to advertise, market, or sell any product or service (other than an authorized offering of your Tonic NFT itself); (iii) use the Artwork or Brand embodied by your Tonic NFTs in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others or promote illegal activities; (iv) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Artwork or Brand embodied by your Tonic NFTs; (v) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Artwork or Brand embodied by your Tonic NFTs; (vi) use the Artwork or Brand embodied by your Tonic NFTs in connection with defamatory or dishonest statements about Tonic and/or its affiliated companies or which otherwise damage the goodwill, value or reputation of Tonic or represent or imply that your exercise of the licenses granted hereunder is endorsed by Tonic and/or its affiliated companies; or (vii) otherwise utilize the Artwork and/or Brand embodied by your Tonic NFTs for your or any third party's commercial benefit (other than an authorized offering of your Tonic NFT itself). These restrictions will survive the expiration or termination of licenses granted hereunder.

Without limiting the foregoing, the license granted by this Agreement does not include (other than as permitted by the Creative Commons Attribution-Non-Commercial 4.0 International Public License): (i) the right to use the Artwork or Brand in connection with additional NFTs; or (ii) the right to create derivative works of the Artwork. You may not use or register, or attempt to use or register, any asset, including any domain names, social media accounts or related addresses, that contains or incorporates any Artwork, Brand, or any other representation, name or mark that may be confusingly similar to any of Tonic's intellectual property.

**TRANSFERRING YOUR TONIC NFT.** You may transfer any Tonic NFT that you lawfully own to a third party, subject to this Agreement. After any such transfer, your licenses to the Artwork and Brand will immediately terminate. Your licenses will also immediately terminate if you breach this Agreement.



If you transfer any Tonic NFT, you must make the transferee aware of, and you must cause any such transferee to agree in writing to comply with and be bound by, these NFT Terms.

You acknowledge and agree that any transfer of this Tonic NFT, by you or by the then-current owner, is subject to a fee payable to Tonic equal to no greater than [7.5%] of the total consideration paid for Tonic NFT in connection with any such transfer.

**PRE-REGISTRATION OF YOUR BIDS.** Your bid will be executed when the auction price drops below your bid. If the collection sells out at the same value as the bid, the first bids received will take precedence. Tonic.xyz is not responsible for failure or other inadvertent errors relating to the execution of your bids. Registering your bid does not guarantee you will receive work from the collection. You can cancel your bid at any time up until twenty four hours prior to the auction start time by reaching out to [concierge@tonic.xyz](mailto:concierge@tonic.xyz). Credit card payments will be authorized at time of pre-bid but only charged if your pre-bid is accepted. You will be charged the amount pre-authorized by your credit card at the time your pre-bid is submitted. In the event of extreme ETH/USD volatility (+/- 20%) between pre-bid and live auction, we will reach out to existing pre-bidders to adjust their bids.

**TONIC PRINT CREDITS.** Any credits issued as part of a benefit for your participation in a primary mint or any other promotion will expire one year from the time of issuance.