

JUNKIE XL NFT DROP ADDENDUM TO TERMS OF USE

PURCHASER BEWARE OF OUR TERMS OF USE

1) WHAT: This is a valid legal Addendum to the Terms of Use Agreement (insert link) between you, the Purchaser (also known herein as “You”), AmplifyX, and Computer Hell, LLC (a company owned by Tom Holkenborg aka Junkie XL (“Artist”) (individually “Party”, collectively “Parties”). This Agreement is binding upon all Parties, the heirs, assigns, subsidiaries, etc. Everyone in the Universe.

2) WHEN: The NFT Drop will last Thirty-Six (36) Hours from June 16th, 2021 at 12:00pm EST until June 18th, 2021 at 12:00am EST.

3) WHO: You are the Purchaser and hereby agree to not chargeback or cause any pain, suffering, damages, known and unknown to the NFT Drop and related Parties. You are at least 18 years old and capable of making the decision to purchase this content. You are not a prohibited person under FinCEN Specially Designated Nationals and Blocked Persons.¹

4) WHY: You understand and agree that, as AmplifyX and Artist have brands to maintain, you will not do the following (i) Abuse the material you win including but not limited to distributing the item(s) publicly subject to the conditions herein; (ii) Cause or attempt to cause harm to the reputational brands of either Parties or Artist; and (iii) Engage in any and all actions or inactions that may disrupt the NFT Drop including but not limited to illegal activity.

5) NFT DROP: Is an auction for one (1) Soundtrack of Your Life, as more fully described in paragraph 6 below, (the “Soundtrack” which shall mean both the music and the sound recording) and a marketplace for one (1) of three (3) unique Nonfungible Tokens (NFTs) (“Open Collection”). The Soundtrack when won in the auction and the Open Collection items when purchased are herein referred to as “Purchased NFT’s”.

6) THE SOUNDTRACK:

Artist will compose, produce and record One (1) Twenty (20) minute original musical production NFT for the Soundtrack. Includes: Three (3) one (1) hour telephone calls with Artist; once the Soundtrack has been completed by Artist, the Winner may not edit the Soundtrack nor require Artist to modify the Soundtrack thereafter; the Soundtrack must be completed within three (3) months after NFT Drop. The Soundtrack will be an electronic score and any additional instrumental or vocal elements desired by the Winner, which Artist agrees to use, shall be at the additional expense of Winner to be discussed with Artist.

7) TWO HUNDRED FIFTY THOUSAND DOLLARS OR MORE WINNER: If, and only if, the winning bid for the Soundtrack is in excess of Two Hundred Fifty Thousand United States Dollars (\$250,000.00 USD) and that money is properly collected with no related issues to chargebacks, fraud, etc. then the any and all rights, including commercial rights and copyright, to the Soundtrack shall be granted to Winner, subject to paragraphs 12(d), (j) & (o) below. In that case, Artist only reserves the right to collect the writer’s share of all worldwide public performance royalties and the performer’s share of all worldwide neighboring rights or similar royalties. If the amount of the winning bid is less than Two Hundred Fifty Thousand Dollars (\$250,000.00 USD), Computer Hell LLC shall retain all ownership rights in the Soundtrack, but (a) neither Computer Hell LLC nor Artist shall exploit the Soundtrack in any media without winner’s consent, but (b) Winner shall only have the right to use or display or perform the Soundtrack on Winner’s personal social media platforms or websites and in private, non-public settings, and (c) any other use by Winner of the Soundtrack shall require the expressed written permission from Artist and/or his estate and assigns and shall be subject to all of the restrictions set forth in paragraph 12 below.

8) NO WARRANTIES: No warranties except once the NFT Drop has begun and subject to the terms and conditions herein and the Terms of Use.

9) INDEMNITY: Purchaser indemnifies all Parties against lost and/or misplaced content, private keys, and/or any material related to the Purchased NFT’s.

10) DISPUTES: Any and all disputes arising from the NFT Drop and the Purchased NFT’s will be brought to JAMS arbitration first before a legal action in equity or law may take place.

11) VENUE & JURISDICTION: If any Parties have a dispute, they agree to settle in the just and proper venue and jurisdiction of the federal courts located in the County of Los Angeles, California.

12) LICENSE RESTRICTIONS: With respect to the Open Collection pieces and the Auction Soundtrack if the winning bid is less than Two Hundred Fifty Thousand Dollars (\$250,000), You agree that you may not nor allow any third party to do or attempt to do any of the following without Artist’s express prior written consent in each case:

- a) Use any Content for any commercial, promotional, advertorial, sponsorship, endorsement, sweepstakes, contest, advertising or merchandising purpose.

¹ <https://sanctionssearch.ofac.treas.gov/>

- b) Modify the Art, defined here as any visual, audio or both, for your Purchased NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes (your use of Extensions will not constitute a prohibited modification hereunder);
- c) Use the Art for your Purchased NFTs to advertise, market, or sell any product or service;
- d) Use the Art for your Purchased 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 is pornographic in nature;
- e) Use the Art for your Purchased NFTs in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted or solely for your own personal, non-commercial use;
- f) 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 Art for your Purchased NFTs, except as expressly permitted in these Terms of Use;
- g) Attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Art for your Purchased NFTs ; or
- h) Otherwise utilize the Art for your Purchased NFTs for your or any third party's commercial benefit.
- i) Use Content in any way that allows others to download, extract, or redistribute content as a standalone file (meaning just the Content file itself, separate from the project or end use). In connection with any permitted copying or broadcast of licensed Content on a website(s), Licensee shall post terms and conditions on such website(s) that prohibit downloading, republication, retransmission, reproduction or other use of the licensed Content as a stand-alone file.
- j) Falsely represent that You are the original creator of a work that is made up largely of licensed Content. For instance, You cannot create a video compilation based solely on licensed Content and claim that You are the author.
- k) Use Content for inclusion in Licensee compilations or similar productions.
- l) Remove, or have removed, Artist's logo or watermark from the Content.
- m) Monetize the Content licensed under any license option hereunder by using such Content for any commercial, promotional, advertorial, sponsorship, endorsement, sweepstakes, contest, advertising or merchandising purposes. Additionally, you may not monetize the Content licensed under a Personal license via digital video advertising.
- n) Use Content as part of a trademark, design, tradename, business name, service name, or logo.
- o) Use Artist's name except to identify Artist as the creator of the musical portion of any Content in connection only with permitted uses hereunder.

13) CONSTRUCTION: All terms and conditions herein are to be constructed in favor of Computer Hell, LLC, the Artist and AmplifyX.

14) AUTHORITY: BY SOLELY AGREEING OR BIDDING IN THE NFT DROP YOU AGREE TO ALL THE TERMS AND CONDITIONS HEREIN AND IN OUR TERMS OF USE AND HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE THE AUTHORITY TO DO SO UNDER THE LAW.

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