

## Fomojis Terms and Conditions

These terms and conditions constitute a legally binding agreement (the “Agreement”) between you (also referred to herein as “You”, “Your” or “User”) and Fomojis (“we” or “us”), which governs your purchase of a Fomojis Ordinal Inscription associated with Fomojis and/or any other Ordinal Inscription or NFT owned and/or offered by us.

By participating in the Fomojis offering, you acknowledge that you understand this Agreement and accept all of its terms. If you wish not to be bound by the terms and conditions of this agreement, you must not participate in the offering.

### Definitions:

“Fomoji” means any art, graphics, images, designs, logos, taglines, drawings, or other pictorial or graphic work of authorship that may be associated with your purchased Ordinal Inscription that can be cryptographically identified as your Ordinal Inscription through the Bitcoin Blockchain. An ordinal inscription refers to one Satoshi on the Bitcoin Blockchain that has been inscribed with a unique piece of digital art.

“Fomojis” means the founders who originally inscribed the Fomojis Ordinal Inscriptions as displayed on this website and any associated platforms, artwork, materials, distribution methods and/or accounts owned and controlled by the founders.

### Ownership:

The name and Intellectual Property involved in the Fomojis is owned by us. All rights that are not specifically granted to the users and owners of Fomojis are reserved by company. This includes but is not limited to the intellectual property rights surrounding the images, names, logos, 3D layer files, trademarks, the website, the ability to mint future versions of Fomojis, the look and feel of the user interface, the smart contract code, or anything else not specifically granted by any following licenses.

### Rights:

You may use your Fomoji for any of the following uses:

Storing your Fomoji, Copying it or displaying it including as a profile picture, list for sale and sell your Fomoji, merchandise your Fomoji.

### Commercial use:

You may use your Fomoji for commercial use as long as you do not display it in a way that is unlawful, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive or otherwise objectionable or unreasonable or infringing upon any laws or regulations or intellectual property rights or proprietary rights or confidentiality obligations and you shall indemnify and defend us against any claims, damages, proceedings, loss or costs arising from such use.

You are limited to only using the artwork related to your own Fomoji and are not permitted to use any other artwork associated with Fomojis. You must use the complete Fomoji in any commercial use as each individual layer is proprietary and remains the creation of Fomojis

You must not use your Fomoji in a way that directly competes with Fomojis

Commercial use of your Fomoji is limited to \$500,000 USD of revenue per year after which if you expect to reach this limit, you must contact Fomojis and enter a licencing deal at our discretion.

The rights of use are only applicable while you own your Fomoji and if you sell, trade or give away your Fomoji, the rights of that Fomoji pass to the new owner who is then bound by the terms and conditions.

Not intended as an investment:

Fomojis are an art and community driven project and we make no promise or guarantee of the value of your Fomoji. Your Fomoji is a collectible artwork and the value of your Fomoji is limited solely to what you or someone else values your Fomoji which may be zero. Fomojis are not intended to be an investment and you understand that Fomojis is not responsible for any losses you may occur by holding a Fomoji.

Your Fomoji is not a 'security' as defined under the securities act of 1933, as amended, the securities exchange act of 1934, as amended, the investment company act of 1940 as amended or under the securities laws of any US state or any other country.

No Guarantees:

Fomojis has plans to continue to grow and foster the Fomojis community and we hope to release an exciting array of benefits to our community however any plans that we publish or statements we make are not binding and your purchase of a Fomoji does not guarantee you will receive any future benefits beyond the uses outlined in the 'Rights' section.

Security:

There are risks associated with storing Ordinal Inscriptions and Fomojis takes no responsibility for any loss of your Fomoji by any means. We recommend you take the utmost precautions in the storage and security of your Fomoji

Updates to the terms and conditions:

We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter. Your continued use of your Fomoji following the posting of revised Terms and conditions means that you accept and agree to the changes.

If you have any questions about the terms and conditions, please contact the Fomojis team directly.