

Terms & Conditions

- a. By purchasing an NFT by Abana, any images and audio (“Artwork”), you acknowledge and agree to the following terms and conditions:
- b. All rights, title and interest (including all copyrights, trademark rights and all other intellectual property rights) in the Artwork are owned by Abana or their licensors, as applicable.
- c. Your purchase of the NFT does not give you any right, license, or ownership in or to the Artwork other than the rights expressly contained in these Terms.
- d. You do not have the right, except as otherwise set forth in these Terms, to reproduce, distribute, display, alter, manipulate, edit, create derivatives, or commercialize the Artwork, in whole or in part, in any way.
- e. You shall not apply for, register, or otherwise use or attempt to use the Artwork, in whole or in part as a trademark, service mark, or any confusingly similar mark, anywhere in the world.
- f. Subject to your continued compliance with these Terms, you are granted a personal non-exclusive, non-sublicensable license to view and display the Artwork associated with the NFT solely for the following purposes: (a) for your own personal, non-commercial use; and (b) as part of a marketplace that permits the display, purchase and sale of NFTs, provided the marketplace has mechanisms in place to verify the owners’ rights to display and sell their NFTs.
- g. This license will continue only so long as you continue to own the NFT, and shall be a part of all subsequent sales of the NFT in perpetuity, regardless of ownership of the corresponding blockchain. If you sell, trade, donate, giveaway or otherwise dispose of your NFT, all of your rights in and to the NFT and the Artwork will immediately cease and you will have no further rights in the NFT or the Artwork.
- h. We have worked very hard to make sure that there are no bugs in our smart contract and that our initial NFT launch is smooth. As we have seen in many previous projects, however, sometimes things break. You agree to hold The Company harmless for any losses you may incur as a consequence of minting your NFT. These potential losses include any gas fees for failed transactions, any

excessive gas fees charged due to website or smart contract bugs, and any loss of your NFT due to website or smart contract bugs.

- i. Abana hopes to continue to develop this project and community. While we intend to work towards our creative goals, sometimes things happen and we cannot guarantee that this original project will sell out entirely nor can we guarantee future developments. You agree that your purchase of an Abana NFT from our initial project is all you are guaranteed to receive with your initial purchase. Any future potential airdrops, community gatherings, or other benefits are ancillary to this purchase and not to be taken into consideration with your initial purchase. You agree that you are not relying on any future commitments by Abana using this site and participating in the NFT launch.
- j. NFTs are meant to be a fun Non-Fungible Token for you to collect. They are not meant as investment vehicles. We make absolutely no promise or guarantee that these NFTs will be worth anything. You understand that they have no inherent monetary value, and they should be treated as nothing more than a fun and beautiful piece of art.
- k. You are entirely responsible for any tax liability which may arise from minting or reselling your Abana NFT.
- l. You agree to waive any class action status, and any legal dispute around the Abana NFT projects which you may choose to bring can only be done on an individual basis.
- m. The Abana project is not targeted towards children. You agree that you are over the age of 18, or above the legal age of your jurisdiction, whichever is greater.
- n. Abana is not currently collecting any cookies, IP addresses, or user data in connection with your use of the website and app. You understand, however, that the Ethereum blockchain network is a public blockchain, and all of your transaction history initiated through the website will be made public. You also understand that Abana may work with third-party apps, such as Discord or Collab.Land, which collect and store user data. In the future, Abana will likely launch products (e.g. merch store) which require us to collect and store user data. In that event, this provision is subject to change.