

## **NFT Purchase Agreement**

This Agreement is made and entered into as of \[Date], by and between:

Seller (Creator): [Creator's Full Name or Entity Name]

Address: [Address]

Email: [Email Address]

Buyer: [Buyer's Full Name or Entity Name]

Address: [Address]

Email: [Email Address]

NFT: A non-fungible token representing digital content titled "[Title of Work]" and hosted at Mintifyart marketplace, minted on the Ethereum blockchain.

### **1. Sale and Transfer**

**1.1 Transfer of NFT:** The Seller hereby sells, transfers, and assigns to the Buyer all ownership rights in the above-referenced NFT, subject to the terms of this Agreement.

**1.2 Purchase Price:** Buyer agrees to pay the Seller the total amount of [Price] in ETH, confirmed upon execution of this Agreement and receipt of payment.

### **2. Copyright and Intellectual Property**

**2.1 Retention of Copyright:** The Seller retains all right, title, and interest in and to the underlying intellectual property, including all copyrights, trademarks, moral rights, and other proprietary rights in the original work represented by the NFT.

**2.2 No Transfer of Copyright:** The sale of the NFT does not convey any copyright ownership or rights to reproduce, distribute, publicly perform, or create derivative works of the original content, unless explicitly granted in writing.

### **3. License to Display**

**3.1 Personal Use License:** The Buyer is granted a limited, worldwide, non-exclusive, non-sublicensable, royalty-free license to display, use, and transfer the NFT solely for personal, non-commercial purposes, including:

- \* Displaying the NFT in virtual galleries or on social media.

- \* Reselling the NFT on secondary marketplaces.

**3.2 Commercial Use Restrictions:** The Buyer may not use the NFT or the associated content for commercial purposes (e.g., merchandising, licensing, or advertising) without the Seller's prior written consent.

### **4. Royalties**

**4.1** The Seller is entitled to receive 10% of any resale price upon secondary sales of the NFT through supported platforms that facilitate automatic royalty payments.

### **5. Warranties and Representations**

**5.1 Seller Warranty:** The Seller represents and warrants that they are the sole creator and owner of the underlying work and have full authority to sell the NFT.

**5.2 Buyer Warranty:** The Buyer acknowledges that they understand the limited rights associated with the purchase and agrees to the terms herein.

## **6. Limitation of Liability**

The NFT is sold “as-is,” without warranties of any kind. The Seller shall not be liable for any loss, damage, or interruption related to the NFT, including blockchain disruptions or platform availability.

## **7. Governing Law and Dispute Resolution**

This Agreement shall be governed by the laws of [Jurisdiction]. Any disputes arising out of or related to this Agreement shall be resolved by [Arbitration/Mediation/Court in Jurisdiction].

## **8. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior communications or understandings regarding this transaction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Seller Name: [Printed Name]

Buyer Name: [Printed Name]