

Trace Digital Asset Policy

This Digital Asset Policy ("Policy") supplements Trace's Terms of Service and governs your access and use of Trace's platform ("Platform") including any digital assets created by the Platform or your use thereof, whether such assets are "on-chain" non-fungible tokens ("NFTs") or other collectible art that is not blockchain-based (collectively, "Digital Assets"). By using our Platform and Digital Assets, you agree to comply with the terms outlined in this Policy.

Acquisition, Ownership, and Transfer

Upon acquiring a Digital Asset through Trace, you own the Digital Asset itself (e.g., the NFT, jpg, gif, etc.) but not the underlying intellectual property rights such as copyright or trademark rights in the underlying art ("Underlying Art"). Trace retains all intellectual property rights in the Underlying Art and associated copyrights and trademarks. You are granted a non-exclusive, worldwide, royalty-free, revocable license, limited to personal use and display of the Digital Assets consistent with this Policy. Commercial use, duplication or modification of the Underlying Art without Trace's express prior written approval is prohibited. Trace reserves the right to revoke the foregoing license at its sole discretion.

The use of Digital Assets for defamatory, unlawful, offensive, or derogatory purposes, or in any manner that could harm Trace's or any Trace partner's reputation or goodwill, is strictly prohibited.

Wallet and Security

To the extent that NFTs are created and shared for your own custody, if ever, you must connect a compatible digital wallet authorized by Trace (a "Wallet"). You are solely responsible for maintaining the security and confidentiality of your Wallet, private keys, seed phrases, and any associated financial accounts. Trace is not liable for unauthorized access, theft, loss, or any compromise of your Wallet or related credentials.

Sales and Secondary Markets

Initial NFT sales or no-charge distributions are transactions directly between Trace and the initial end user. Secondary sales or transfers of the of NFTs occur independently of Trace, transferring applicable licenses and associated terms automatically. Trace bears no responsibility for secondary transactions but retains enforcement rights over associated intellectual property.

Disclaimers and Liability Limitations

Use and ownership of Digital Assets may entail risks including volatility, technical failures, and regulatory changes. Trace provides no warranties or guarantees related to the completeness, reliability, availability, or value of Digital Assets. Trace's total liability, arising from any claim related to Digital Assets or this Policy, will not exceed \$100.

Taxes and Regulatory Compliance

You assume responsibility for determining applicable taxes related to transactions involving Digital Assets. Trace bears no obligation or liability related to tax obligations or regulatory compliance for your transactions.

Policy Updates and Interpretations

Trace reserves the right to update, interpret, or clarify this Policy at its sole discretion in response to evolving laws or unforeseen circumstances. Updates become effective upon publication; users should regularly review the Policy.

Miscellaneous

This Policy constitutes the complete agreement regarding Digital Assets between Trace and users, superseding prior agreements or understandings. Terms declared unenforceable will not affect remaining terms. No agency, joint venture, or third-party beneficiary relationship is created by this Policy.

For inquiries regarding this Policy, please contact legal@trace.fan.