

## **DumpsterDorks' Ownership Rights**

Last Revision: February 14, 2022

This statement of ownership rights (the "Ownership Rights") by DumpsterDorks, LLC (the "Company"), sets forth the terms of the Company's intellectual property rights in and to the DumpsterDorks NFTs (also "DD NFTs").

A copy of the Company's Terms of Use can be found at [www.dumpsterdorks.com](http://www.dumpsterdorks.com) and such Terms of Use are incorporated herein by reference. Any and all capitalized terms herein, unless defined to the contrary herein, shall have the same meaning and definition set forth in the Terms of Use.

### **1. Ownership:**

You own the DD NFT that You have purchased subject to the retained rights of Company. The DD NFTs are minted on the Ethereum blockchain. When You purchase the DD NFT, You own the final composition of the DD NFT. However, the "Work" (as defined in the Terms of Use) of a DD NFT contains the component parts and separate pieces of artwork utilized in the creation of a DD NFT, and the Company's entire collection of DD NFTs contain multiple use of trait assets ("Trait Assets") which are shared among some or all of the DD NFT owners. Trait Assets include the artwork associated with each DD NFT's graphic composition, and can include, by way of illustration and not by way of limitation, eyes, mouths, hats, shirts, body parts, background image and fusion of mechanical components and refuse commonly found in dumpsters and waste dumps.

All DD NFTs ownership is verified cryptographically on the Ethereum blockchain. This is proof of ownership and grants rights within these Ownership Rights. Once an Owner transfers, by sale or otherwise, a DD NFT, whether in a Secondary Market Sale or on another market, any and all rights previously conferred upon the Owner are relinquished and of no further effect.

**Company retains the ownership and exclusive use of the DumpsterDorks name and logo. Company retains the right to use, modify, and distribute all minted DD NFTs for use of marketing and promotional purposes which may be fulfilled by all uses listed in paragraph no. 3 hereinbelow, and regardless of whether such efforts result in profit or loss to the Company. The Company retains ownership and rights to distribute, copy, and modify the Trait Assets in other commercial projects and other NFTs developed and created by the Company.**

### **2. Your Personal Use: Subject to compliance with these terms.**

Company grants You a royalty-free license to use, copy, display, and modify Your owned DD NFT and the artwork contained therein. This usage is granted world-wide. This is for the purposes of:

- personal and non-commercial use;
- displaying and using Your DD NFT on the external websites; and
- Your ability to buy, sell, and trade Your DD NFT.

### **3. Shared Commercial Use: Subject to compliance with these terms.**

Company grants You the shared, unlimited use, copy, and display of Your owned DD NFT Art. This is for the purpose of creative derivative works based on the DD NFT, and is also for the purpose of:

- producing and selling merchandise (apparel, printed art, stickers and the like), and
- usage in print (comics, graphic novels, posters and the like).

The foregoing commercial uses shall be shared with Company which retains the right to the same uses for the enhancement of the DumpsterDorks brand and for promotion and marketing of the DD NFT portfolio, regardless of whether such uses result in profit to the Company.

### **4. Excluded Use.**

**These terms exclude You from certain actions and usage of the DD NFTs. YOU MAY NOT:**

- duplicate and resell Your DD NFT as a newly Minted NFT;
- use the Trait Assets as elements on newly Minted NFTs;
- deconstruct for usage or display any of the Trait Assets of your DD NFT;
- use the DumpsterDorks name, icon or logo (whether in whole or in part).

### **5. These terms are subject to change.**

The terms of these Ownership Rights may be discretionarily modified or replaced at any time, unless stated otherwise herein. The most current version of these Ownership Rights will be posted on the Website with the “Last Revised” date at the top of the Ownership Rights changed. Any changes or modifications will be effective immediately upon posting the revisions to the Website. You shall be responsible for reviewing and becoming familiar with any such modifications. You waive any right You may have to receive specific notice of such changes or modifications. Use of the Platform by You after any modification to these Ownership Rights constitutes Your acceptance of these Ownership Rights as modified. If You do not agree to the Ownership Rights in effect when You access or use the Platform, the Company may, at any time and without liability or prior notice, modify or discontinue all or part of the Platform (including access to the Platform via any third-party links).

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