

## Intro

Thank you for researching author Emily Macomber's amazing NARGUSsMidway NFT collection, her story behind its development and the roadmap for growth. If you are here, you are interested to learn more about the terms of sale and licensing.

NARGUSsMidway owners have the right to display the NFT to show the passion and support of indie author Emily Macomber's debut Science Fiction and Fantasy series, starting with Book One, The Dream Dealer's Daughter. Please note that your purchase does not allow you to add your NFT artwork to physical objects.

You are not allowed to use the NARGUSsMidway NFT for inappropriate activities that are illegal, racist, sexist or homophobic.

The license also does not give you ownership of the art, brand, or other intellectual property associated with the NARGUSsMidway project.

Please carefully read the terms of license below. Contact us using the information provided in the 'contact us' section below if you still have any questions.

## Terms of Sale for NARGUSsMidway

These Terms of Sale for a user ("You" or "Your" or "User") contain important information about Your legal rights, remedies and obligations. By accessing or using the website <https://www.emilymacomber.com/> ("Website or "platform"), You agree to comply with and be bound by this Agreement.

The Website contains a collection of digital artworks (NFTs as defined hereinafter) running on the Polygon network. This Website is only an interface allowing participants to view the story behind the NARGUSsMidway digital collectibles.

If any provision of these Terms of Service or any future changes are unacceptable to you, do not use or continue to use the Website, do not purchase the NARGUSsMidway NFT. Your continued use of the Website following the posting of any notice of any change to these Terms of Service shall constitute your acceptance and agreement to such change.

### 1. Definitions.

"Art" means any art, design, and drawings that may be associated with an NFT that you Own.

"NFT" means any blockchain-tracked, non-fungible token, such as those conforming to the ERC-721 standard.

"Own" means, with respect to an NFT, an NFT that you have purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain.

"Extensions" means third party designs that: (i) are intended for use as extensions or overlays to the Art, (ii) do not modify the underlying Art, and (iii) can be removed at any time without affecting the underlying Art.

“Purchased NFT” means an NFT that you Own.

“Third Party IP” means any third party patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

“Royalty” means the amount payable by the NFT Owner to Emily Macomber/ NARGUSsMidway on each sale on any secondary marketplace, where proof of such purchase is recorded on the relevant blockchain.

## **2. Ownership.**

You acknowledge and agree that Emily Macomber/ NARGUSsMidway NFT (or, as applicable, its licensors) owns all legal rights, title and interest in and to the Art, and all intellectual property rights therein. The rights that you have in and to the Art are limited to those described in this License. Emily Macomber/ NARGUSsMidway reserves all rights in and to the Art not expressly granted to you in this License.

## **3. License.**

a. General/Personal Use: Subject to your continued compliance with the terms of this License, Emily Macomber grants you a worldwide, non-exclusive, non-transferable, royalty-free license to display the Art for your Purchased NFTs, along with any Extensions that you choose to create or use, solely for the following purposes: (i) for your own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of your NFTs, provided that the marketplace cryptographically verifies each NFT owner’s rights to display the Art for their Purchased NFTs to ensure that only the actual owner can display the Art; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your NFTs, provided that the website/application cryptographically verifies each NFT owner’s rights to display the Art for their Purchased NFTs to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased NFT leaves the website/application.

b. Commercial Use: Subject to your continued compliance with the terms of this License, Emily Macomber/ NARGUSsMidway NFT grants you a limited, worldwide, non-exclusive, non-transferable license to display the Art for your Purchased NFTs for the purpose of showcasing and sharing your support of the Author Emily Macomber, her debut SFF series starting with Book One, The Dream Dealer’s Daughter that includes, contains, or consists of the Art for your Purchased NFTs. For the sake of clarity, nothing in this Section 3.b will be deemed to restrict you from (i) owning or operating a marketplace that permits the use and sale of NFTs generally, provided that the marketplace cryptographically verifies each NFT owner’s rights to display the Art for their Purchased NFTs to ensure that only the actual owner can display the Art; (ii) owning or operating a third party website or application that permits the inclusion, involvement, or participation of NFTs generally, provided that the third party website or application cryptographically verifies each NFT owner’s rights to display the Art for their Purchased NFTs to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased NFT leaves the website/application; or (iii) earning revenue from any of the foregoing.

## **4. Restrictions.**

a. You agree that you may not, nor permit any third party to do or attempt to do any of the foregoing without Emily Macomber/ NARGUSsMidway NFT's express prior written consent in each case: (i) modify the Art for your Purchased NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes (your use of Extensions will not constitute a prohibited modification hereunder); (ii) use the Art for your Purchased NFTs to advertise, market, or sell any third party product or service; (iii) use the Art for your Purchased NFTs in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) use the Art for your Purchased NFTs in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in Section 3(b) above or solely for your own personal, non-commercial use; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Art for your Purchased NFTs, except as expressly permitted in Section 3(b) above; (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Art for your Purchased NFTs; or (vii) otherwise utilize the Art for your Purchased NFTs for your or any third party's commercial benefit. To the extent that Art associated with your Purchased NFTs contains Third Party IP (e.g., licensed intellectual property from a celebrity, athlete, or other public figure), you understand and agree as follows: (w) that you will not have the right to use such Third Party IP in any way except as incorporated in the Art, and subject to the license and restrictions contained herein; (x) that the Commercial Use license in Section 3(b) above will not apply; (y) that, depending on the nature of the license granted from the owner of the Third Party IP, Creator may need to pass through additional restrictions on your ability to use the Art; and (z) to the extent that Creator informs you of such additional restrictions in writing (email is permissible), you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of this license. The restriction in Section 4 will survive the expiration or termination of this License.

b. By purchasing an NMID NFT, you are not entitled to any underlying copyright or intellectual property pertaining to The Dream Dealer's Daughter book/audiothology, or The Minded Collection.

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- NARGUSsMidway Copyright © 2022 Emily Macomber. All rights reserved.

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*NMID, The Dream Dealer's Daughter, and The Minded Collection are works of fiction. All of the characters, organizations, and events portrayed are either products of the author's imagination or are used fictitiously.*

## **5. Terms of License.**

The license granted in Section 3 above applies only to the extent that you continue to Own the applicable Purchased NFT. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of your Purchased NFT for any reason, the license granted in Section 3 will immediately expire with respect to those NFTs without the requirement of notice, and you will have no further rights in or to the Art for those NFTs. If you commercially profit as set forth in Section 3.b above, you will be in breach of this License, and must send an email to Emily Macomber at [authoremilymacomber@gmail.com](mailto:authoremilymacomber@gmail.com) within fifteen (15) days, with the phrase "NFT License - Commercial Use" in the subject line, requesting a discussion with Emily Macomber regarding entering into a broader license agreement or obtaining an exemption (which may be granted or withheld in Emily Macomber's sole and absolute discretion). If you exceed the scope of the license grant in Section 3.b without entering into a broader license agreement with or obtaining an exemption from Emily Macomber/ NARGUSsMidway, you acknowledge and agree that: (i) you are in breach of this License; (ii) in addition to any remedies that may be available to Emily Macomber/ NARGUSsMidway at law or in equity, Emily Macomber/ NARGUSsMidway may immediately terminate this License, without the requirement of notice; and (iii) you will be responsible to reimburse Emily Macomber for any costs and expenses incurred by Emily Macomber/ NARGUSsMidway during the course of enforcing the terms of this License against you.

## **6. Rights to use.**

Further, Emily Macomber/ NARGUSsMidway reserves the right to use ANY NMID artwork, including: print or digital advertising, or any purely creative media (including but not limited to short film, anime, etc.) in support of the Emily Macomber/ NARGUSsMidway NMID community and message.

## **7. Royalties on commercial sale of merchandise.**

If your Purchased NMID NFT is used by Emily Macomber/ NARGUSsMidway for sale of any merchandise, you will not be paid a royalty on any sale.

## **8. CONTACT INFORMATION**

In case of any questions, queries, suggestions, or complaints, please reach us at: [authoremilymacomber@gmail.com](mailto:authoremilymacomber@gmail.com).