

JINXAT GENESIS

Holder Rights & Ownership License

This License defines the intellectual-property rights, commercial rights, ownership boundaries, and holder-to-holder obligations attached to every JINXAT Genesis NFT.

"Licensed Artwork" means the final artwork referenced by a JINXAT Genesis NFT's canonical metadata as returned by the deployed JINXAT Genesis smart contract.

Shared traits remain shared. Commercial use of the complete NFT identity is exclusive to its current Holder.

1. HOLDER RIGHTS

For as long as a person lawfully owns a JINXAT Genesis NFT, that person (the **"Holder"**) receives the exclusive commercial-use right over the Licensed Artwork as a complete NFT identity, subject to the retained JINXAT rights stated in this License.

The Holder may use, display, reproduce, publish, adapt, modify, and create derivative works from the Licensed Artwork. The Holder may use it in brands, products, merchandise, physical goods, digital goods, media, stories, games, advertising, and other lawful commercial projects.

The Holder may engage contractors, manufacturers, distributors, publishers, production partners, and commercial collaborators, and may grant them limited permission to use the Licensed Artwork solely as necessary to perform work for the Holder.

Any such permission creates no independent ownership or continuing right in the Licensed Artwork and may not continue beyond the Holder's own rights, except during the transfer period expressly permitted under Section 5.

JINXAT is not entitled to a share of revenue generated by the Holder merely because the Licensed Artwork is used in the Holder's commercial activity.

There is no revenue cap. No case-by-case approval from JINXAT is required.

2. EXCLUSIVE NFT IDENTITY

Every JINXAT Genesis NFT is composed of six traits: **Character, Auspice, Collar, Shade, Jinx, and Flex.**

Each individual trait is shared JINXAT intellectual property and is non-exclusive.

A Holder does not obtain exclusive ownership of any individual Character, Auspice, Collar, Shade, Jinx, Flex, or any partial combination of those traits.

The Holder's exclusivity applies only to the **complete six-trait configuration as it appears together in the Licensed Artwork of that specific NFT.**

JINXAT and other NFTs may use the same Character, traits, or shared elements individually or in different combinations.

Except for Section 5, no other party may commercially exploit or materially recreate the identical complete six-trait configuration as that NFT identity without authorization from the current Holder.

Traits are shared. The complete NFT identity is exclusive.

3. DERIVATIVE WORKS

The Holder may create derivative works from the Licensed Artwork.

Original creative elements independently added by the Holder belong to the person or entity that created them.

JINXAT retains ownership of all underlying JINXAT intellectual property contained within those derivative works.

A future Holder of the NFT does not automatically acquire ownership of original creative elements made by a former Holder.

However, ownership of those original elements does not allow a former Holder to continue commercially exploiting the underlying Licensed Artwork after the former Holder's rights have ended, except during the transfer period permitted under Section 5.

4. RIGHTS FOLLOW THE NFT

The rights granted under this License attach to the NFT and follow lawful ownership of that NFT.

The Holder's rights begin when the NFT is lawfully acquired and end when the Holder no longer owns it.

When the NFT is transferred, the rights granted under this License automatically pass to the new lawful Holder.

No separate assignment, approval from JINXAT, or additional agreement between the former Holder and the current Holder is required.

A transfer does not duplicate the rights. Except for the limited transition rights in Section 5, the former Holder loses the commercial rights that pass to the current Holder.

Ownership recorded by the JINXAT Genesis smart contract is the on-chain reference for ownership. Theft, fraud, unauthorized transfers, or disputes concerning lawful ownership remain subject to applicable law.

The commercial rights move with the NFT. They do not remain with the former Holder.

5. TRANSFER AND 60-DAY TRANSITION

From the moment the NFT is transferred, the former Holder may not begin any new commercial use of the Licensed Artwork.

The former Holder may not create new commercial works, campaigns, publications, derivative commercial works, episodes, expansions, merchandise batches, physical-goods production, tangible-product production, or any other new commercial exploitation based on the Licensed Artwork.

Existing Commercial Works

Commercial works lawfully created or published before the transfer may continue to be commercially exploited for a maximum of **60 calendar days from the NFT transfer recorded on Ethereum**.

After that 60-day period, the former Holder must stop monetizing and commercially exploiting the Licensed Artwork through every platform, storefront, listing, account, service, or channel under the former Holder's control.

Existing published works may remain available after the 60-day period only on a non-commercial basis.

Physical Goods and Tangible Products

All new production of physical goods or other tangible products using the Licensed Artwork must stop immediately upon transfer of the NFT.

Only inventory fully produced before the transfer may continue to be sold for a maximum of **60 calendar days from the transfer**. This is a sell-through period only and does not permit additional production.

Any sublicense, commercial permission, or production authorization granted by the former Holder must terminate no later than the end of the same 60-day period and may not be used to extend the former Holder's rights.

Transfer stops new commercial activity immediately. Existing commercial activity receives only a 60-day wind-down.

6. RIGHTS RETAINED BY JINXAT

JINXAT retains ownership of the collection-wide intellectual property, including the JINXAT name, logo, trademarks, branding, visual identity, individual characters and character designs, shared traits, shared assets, the JINXAT universe and lore, Almost, Backfire, Mishap, Compage, artwork associated with other NFTs, and all other JINXAT intellectual property not expressly granted under this License.

Ownership of a JINXAT Genesis NFT does not transfer ownership of JINXAT's collection-wide copyright, trademarks, shared characters, shared traits, or universe.

JINXAT may continue to display the Licensed Artwork for collection promotion, cataloguing, archives, documentation, exhibitions, editorial or historical reference, and identification of the JINXAT Genesis collection.

JINXAT may continue creating and commercially using characters, traits, shared assets, and other JINXAT intellectual property in different combinations and new works.

However, while a current Holder's rights are active, JINXAT will not commercially exploit the identical complete six-trait Licensed Artwork as a standalone asset, or grant a third party commercial rights to that identical complete NFT identity, without authorization from the current Holder, except for the reserved collection uses stated above.

JINXAT owns the universe and shared IP. The current Holder controls commercial use of the complete NFT identity.

7. BOUNDARIES OF HOLDER RIGHTS

A Holder may truthfully identify the NFT as a JINXAT Genesis NFT and may use its Token ID or other factual collection references in connection with the Licensed Artwork.

The Holder does not acquire ownership of the JINXAT name, JINXAT logo, JINXAT trademarks, shared characters, shared traits, universe, lore, or artwork associated with any other NFT.

The Holder may protect original creative elements, business names, or branding independently created by the Holder, but may not claim exclusive ownership over underlying JINXAT intellectual property.

The Licensed Artwork may not be used to falsely represent that a Holder-created product, company, partnership, or project is officially produced, operated, approved, sponsored, or endorsed by JINXAT.

This License does not authorize fraud, impersonation, deception, infringement of third-party rights, or unlawful activity.

8. THIRD-PARTY AND PUBLIC USE

Public visibility of a JINXAT artwork does not create commercial rights for the public.

Commercial use of the complete Licensed Artwork is reserved to the current Holder and parties properly authorized by that Holder, subject to Section 5.

Others may share or reference JINXAT artwork for commentary, editorial coverage, social discussion, archival reference, and non-commercial fan activity, provided such use does not falsely claim ownership, commercial authorization, or official JINXAT endorsement.

9. ENFORCEMENT BETWEEN HOLDERS

After an NFT is transferred, the current Holder becomes the Holder entitled to exercise the rights granted by this License in relation to that Licensed Artwork.

If a former Holder continues commercial exploitation outside the rights or 60-day transition period permitted by this License, the current Holder may seek cessation of that use, damages, injunctive relief, or other remedies available under applicable law.

Any such dispute is the responsibility of the parties involved.

JINXAT is not required to become a party, mediator, arbitrator, or enforcement agent in a dispute between a former Holder and a current Holder.

10. SOLE OFFICIAL STATEMENT OF RIGHTS

JINXAT will not issue a separate interpretation that retroactively changes the rights or obligations established by this License.

Website content, social media posts, FAQs, announcements, marketing materials, community messages, or other communications cannot replace, restrict, or retroactively modify this License.

Once this License is published as the canonical JINXAT Genesis Rights CID and referenced by the deployed JINXAT Genesis smart contract, that canonical document governs the rights and obligations stated in this document.

JINXAT may publish explanations, summaries, or translations for convenience, but those materials cannot override or contradict the canonical License.

JINXAT may not arbitrarily revoke the rights of a Holder acting within this License, and may not unilaterally impose a revenue cap, project-approval requirement, new commercial restriction, or other change that materially reduces rights already granted to existing JINXAT Genesis NFTs.

Any sale, assignment, transfer, or succession of JINXAT intellectual property remains subject to the rights already granted under this canonical License. A successor owner of JINXAT intellectual property may not extinguish or materially reduce those rights.

This Holder License is the sole official JINXAT statement governing intellectual-property rights and holder-to-holder obligations attached to JINXAT Genesis NFTs.

JINXAT OWNERSHIP PRINCIPLE

The Holder owns the NFT.

The Holder controls commercial use of the complete six-trait Licensed Artwork while holding the NFT.

Individual traits, characters, and shared elements remain non-exclusive JINXAT intellectual property.

Original creative contributions in derivative works remain owned by their creators.

Commercial rights automatically follow the NFT when ownership changes.

JINXAT retains ownership of the brand, universe, characters, shared traits, and collection-wide intellectual property.

Rights already granted through the canonical Holder License may not be materially reduced retroactively.

Shared universe. Exclusive identity. Rights follow ownership.