# INVISIBLE FRIENDS

Holder Ownership and Commercial Use Rights Guide



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<u>Invisible Friends</u> #3257 View on <u>OpenSea</u>

# The Fine Print



### **User Ownership** (Section 5)

Upon you assuming Ownership of a Licensed NFT and accepting the Terms and Conditions of this Agreement, RCC shall grant you a non-exclusive, worldwide, royalty-free license to 1) use, display, or otherwise enjoy the Art of your Licensed NFT for your own personal use; 2) commercialize your Licensed NFT by producing and selling physical merchandise that portrays the Licensed NFT's underlying Art in its entirety; 3) sell or transfer your Licensed NFTs to another party pursuant to Section 7 of this Agreement; and 4) use your Licensed NFT as part of a third-party website or application which permits the inclusion, involvement, and/or participation for your Licensed NFTs, provided that the website or application cryptographically permits and verifies each NFT owner's rights and ownership to display the Art and the website or application ensures only the actual owner can display the Art.

RCC may provide you, the Owner of a Licensed NFT, a cropped version of the character portrayed in the Licensed NFT ("Licensed NFT Crop"). In the event that you are provided a Licensed NFT Crop, RCC grants you a non-exclusive, worldwide, royalty-free license to use, display, or otherwise enjoy the Licensed NFT Crop solely for your own personal use and not for any commercial use of any kind.

You understand and agree that these rights are licensed solely to the rightful and legal Owner of the Licensed NFT. Your licensed rights to the Licensed NFT will terminate upon the rightful and legal sale or transfer of your Licensed NFT in accordance with <u>Sections 7 and 8 of this Agreement and the new Owner, upon their acceptance of the Terms and Conditions of this Agreement, shall receive these licensed rights.</u>

### **Restrictions of Use** (Section 6)

You understand and agree that any physical merchandise that you produce must incorporate every element and trait of your Licensed NFT in full. The individual layers and traits of the Licensed NFTs are not owned by you and are the sole property of RCC and/or its licensors and affiliates. Such commercialization rights are limited to the Licensed NFTs that you own, and those rights do not extend to or include the Licensed NFT Crops that RCC may provide to you.

You further understand and agree that this license does not permit the ability to create any digital merchandise. The creation and minting of any new NFTs which are derivatives of your Licensed NFTs are expressly prohibited.

You understand and acknowledge that you may not, nor permit any third party to do or attempt to do the foregoing without the express prior written consent from RCC; (1) modify the Art in your Licensed NFT or any applicable Licensed NFT Crop in any way, including, without limitation, the shapes, designs, drawings, attributes, color schemes, or design elements of the Licensed NFT; (2) produce any merchandise in connection with your Licensed NFT that depicts lewd behavior, illegality, hatred, intolerance, cruelty, vulgarity, pornographic or other "adult-only" material, discrimination, or otherwise harmful material to the Art and Invisible Friends' Brand; (3) or attempt to trademark, copyright, or otherwise attempt to acquire additional intellectual property rights in your Licensed NFT or any applicable Licensed NFT Crop.

### **Transfer** (Section 7)

You have the limited right to transfer or sell your Licensed NFTs on an NFT Trading Platform, provided that the transferee or purchaser understands and accepts the terms of this Agreement and the terms of the NFT trading platform applicable Terms & Conditions and that prior to the transfer, you have not breached this Agreement or the Terms & Conditions of the NFT Trading Platform.

RCC is not responsible for any transactions between you and a third party, including using any NFT Trading Platform to transfer your Licensed NFTs. RCC shall have no responsibilities or liability with respect to any transfer you enact on any of these NFT Trading Platforms.

### **Termination of License** (Section 8)

The licensed rights granted to you in Section 5 of this Agreement shall automatically terminate if you perform any of the following actions: 1) you sell, trade, donate, or otherwise transfer your Licensed NFT in any manner; (2) you breach any terms of this Agreement or any Terms & Conditions for the designated NFT Trading Platform; or (3) you engage in or initiate any legal actions against RCC and/or any of their affiliates, and each of their respective officers, directors, members, affiliates, agents, or employees.

Upon termination of your licensed rights, you must immediately cease and desist all activities and rights granted to you from Section 5. This includes ceasing all activities involving the Licensed NFT for your own personal use and creating or selling physical merchandise that incorporates the Art of the Licensed NFT.

This is an except from the full Invisible Friends Terms & Conditions located at invisible friends.io/terms



# Basic DOs and DON'Ts (Does Not Include All)





# **Acceptable Commercial Use**



Uses full IF with all traits

You can use your 2D or 3D Invisible Friend









Can't use Invisible Friends logo or any trademarks



Can't sell
— NFTs or
downloads



Depicts lewd behavior, illegality, hatred, intolerance, cruelty, vulgarity, pornographic or other "adult-only" material, discrimination, or otherwise harmful material to the Art and Invisible Friends' Brand.







gm goods<sup>TM</sup> www.gmgoods.shop











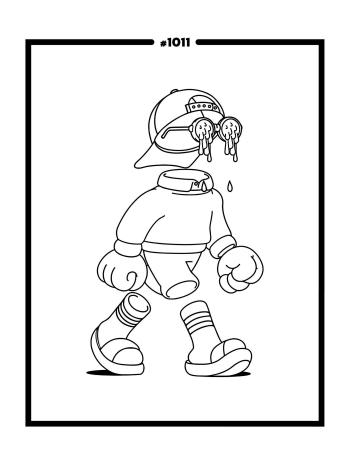


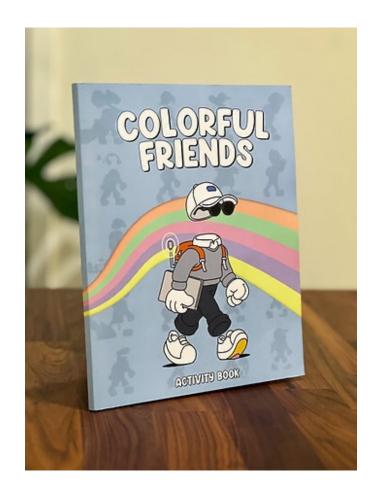


Bath Bomb

Dog Leach









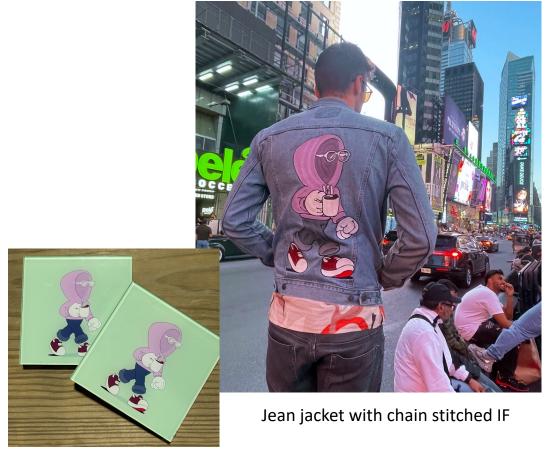
"Colorful Friends" Activity Book by Gabe www.colorfulfriends.com







Mr. Raspy Bing Bong Sticks by Dave Plowden www.daveplowden.com/shop

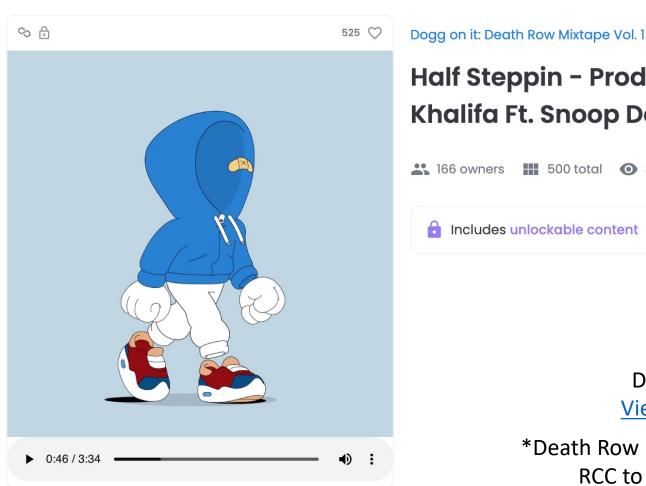


**Drink coasters** 

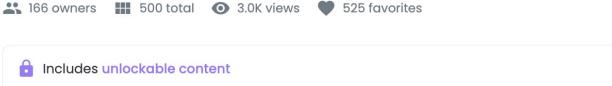
Ocean & Sea www.twitter.com/ocean andsea







Half Steppin - Prod. By Don Cannon and Wiz Khalifa Ft. Snoop Dogg



Death Row NFT View on OpenSea

\*Death Row received permission from RCC to use as digital asset.

# Commercial Use Tips and Product Ideas



### **Tips**

- Develop a product that appeals to the Invisible Friends community <u>and</u> general population. Treat your product as an introduction for IF to the everyday person.
- Give Back Donate a portion of the proceeds to charity or have a product that can easily help others in need.

## **Pro Tip**

• Partner with an established brand that will utilize your Invisible Friend on their packaging for a special edition release.

### **Product Ideas**

- Apparel
- Tell a Story Novel, graphic novel, book, children's book.
- Food product that connects to some trait on your Invisible Friend. i.e. Gum.
- A product that connect with one of the IF traits. i.e. Sunglasses.

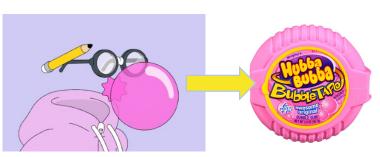
## **Organization Ideas**

- Use your IF as the face of your organization
- Build a charitable foundation around the tennis racket trait. The foundation will raise money to donate tennis equipment and clinics in low income communities.









# Before You Start Selling Your Product



### **Measure Twice, Cut Once**

- 1. Read the Terms & Conditions so you know what you can and can't do. invisiblefriends.io/terms
- 2. Run your idea by RCC. You can do this by opening a ticket in RCC Discord and ask for feedback. It's suggested to put a presentation together outlining your business plan and important things for RCC to know. This will push you to figure out your launch plan, Cost of Goods Sold (COGS), and get everything on paper that's needed to make your product a success.
- 3. If your product does not follow the guidelines. Ask if you can negotiate an exception agreement.
  - Example: Snoop Dogg received an exception to use his Invisible Friend on an album cover for an NFT song.
- 4. Determine if you need to set up a corporation, Limited Liability Company (LLC), or run sales through personal.
- 5. Secure the brand name's website domain, social accounts, and any other registration.

### **Partnerships**

- Have a contract agreement signed if you're entering into a partnership with an individual or company. DON'T
  agree on terms with a handshake or a text message.
- It's important to outline all details, share of profits, commitment to hold the Invisible Friends token, etc when involving individuals or companies.
- It is recommended that you create a corporation or LLC if you're entering into an agreement.



# **Additional Information**



### **Contacts**



**Random Character Collective** 

https://discord.gg/rndm



**Invisible Friends Twitter** 

https://twitter.com/InvsbleFriends



**Invisible Friends Instagram** 

www.instagram.com/invisiblefriends\_io/



**Invisible Friends OpenSea** 

https://opensea.io/collection/invisiblefriends

### Contacts



**Coin Billy** 

Head of Stuff at RCC

Twitter: @coinbilly\_

Discord: coinbilly#0001



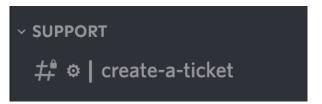
**Dave Plowden** 

RCC Community Leader

Twitter: @daveplowden

Discord: daveplowden#7753

# **Open a Ticket in Discord**







# Tuest the Process

