

Token Purchase Agreement

TERMS OF TOKEN SALE

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. NOTE THAT SECTION 21 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

Your purchase of Binance Smart Chain (BSC)-based BEP20-compatible, Mcubez tokens (collectively, "**Tokens**") during the Presale ("**Presale**") Period (defined below) or Token sale (the "**Token Sale**") period (the "**Token Sale Period**" are from MetaCubez Technology, PTE. LTD. a Singapore registered Company ("**Company**," "**we**," or "**us**") is subject to these Terms of Sale ("**Terms**").

Each of you and Company is a "**Party**," and, you and the Company are the "**Parties**."

The Presale and Token Sale are referred to collectively herein as the "**Token Sale**" unless otherwise noted.

These Terms take effect when you (1) click an "I Agree" button, checkbox or other indicators of agreement presented with these Terms and (2) when we receive payment in full ("**Effective Date**").

By purchasing Tokens from us during the Sale Period, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at tokensale@metacubez.io.

You and Company agree as follows:

1. Purpose and Use of Tokens in the Network

The purpose of the Mcubez utility Token is to facilitate the purchase of virtual land, the renting of land, and the purchase of all of the services available on the platform, (collectively, the "**Services**"). These Services are provided on the MetaCubez Ecosystem, created and released by Company (the "**METACUBEZ Ecosystem**"), which allows users to Buy/Sell virtual products, services and experiences, (collectively referred to as the "**Network**").

Specifically, Tokens are intended to incentivize the growth of this virtual world ("**Product**"), Services which can be procured on the Network in the MetaCubez Ecosystem. As such, the Tokens are intended to facilitate interaction on the Network, which is intended to have the functionality set forth in Schedule 1. Important additional details regarding the Network, Services, Product, and Company are provided in the White Paper, available at https://www.metacubez.io/White_Paper_V1.pdf (the "**White Paper**").

The Tokens do not confer any rights other than rights relating to the provision and receipt of Services in the Network, subject to limitations and conditions in the applicable Network Terms and Policies (as defined below). You understand and accept that Tokens do not represent, constitute or confer:

1. Any ownership right or stake, share, equity, security, bond, debt instrument, or any other financial instrument or investment or investment carrying equivalent rights
2. any right to receive future revenues, shares, intellectual property rights or any other form of participation or governance rights from, in, or relating to the Network and/or Company and its corporate affiliates, other than the ability to use the Tokens in connection with the Services in the Network, subject to these Terms.
3. any form of money or legal tender in any jurisdiction or any representation of money, including electronic money; or
4. the provision of any goods and/or services.

As such, protections offered by applicable law in relation to the acquisition, storage, sale, and/or transfer of the instrument and/or investments of the types referred to above shall not apply to any contribution made under these Terms for the acquisition of Tokens or to your storage, sale, and/or transfer of the Tokens.

We make no warranties of title or implied warranties of merchantability of fitness for a particular use with respect to the Tokens or their functionality, features, purpose, or attributes in connection with the Network. As a result, you may never receive delivery of Tokens, and you may lose the entire amount of the payment you make to the Company.

As we have limited ability to control third parties' use of the Network, our responsibility or liability for the actions of third parties on the Network is limited.

2. Scope of Terms

Unless otherwise stated herein, these Terms govern only your purchase of Tokens from us during the Sale Period.

Any use of Tokens in connection with providing or receiving Services in the Network will be governed primarily by other applicable terms and policies, which currently include our terms of service and our privacy policy, which are available at <https://metacubez.io/terms-of-use> & <https://metacubez.io/privacy-policy/> (collectively, the "**Network Terms and Policies**").

We may add new terms or policies to the Network Terms and Policies at our sole discretion and may update each of the Network Terms and Policies from time to time according to the modification procedures set forth therein.

You have read, understand and agree to these Terms as well as the Network Terms and

Policies, the Risk Disclosures (provided later in this document), and the White Paper and will regularly check for updates to these documents on <https://heroic.com> or other channels we make available, and will read any updates.

YOU AGREE AND UNDERSTAND THAT YOU ARE PURCHASING TOKENS DURING THE TOKEN SALE FOR YOUR OWN PERSONAL USE AND UTILITY AND TO PARTICIPATE ON THE NETWORK AND NOT FOR INVESTMENT OR FINANCIAL PURPOSES. YOU AGREE AND UNDERSTAND THAT TOKENS ARE NOT A SECURITY AND ACKNOWLEDGE THAT TOKENS MAY LOSE ALL VALUE.

Tokens are a cryptographic token used on the Network. If you did not understand any of the concepts identified in the White Paper, these Terms, the Terms of Use, Risk Disclosures, Privacy Policy, or other Network Terms and Policies, please contact us at tokensale@metacubez.com. By agreeing to the Terms, you affirm that you understand any and all concepts described in the documents to your satisfaction, and you affirm that you also agree to the Network Terms and Policies.

To the extent of any conflict with these Terms, the Network Terms and Policies, which you must agree to in connection with these Terms, shall control with respect to any issues relating to the use of Tokens in connection with providing or receiving Services on the Network.

3. Eligibility

In order to be eligible to participate in the Token Sale, you will have to provide personal information, as requested (your **"User Credentials"**).

You must also have a wallet or other storage mechanism (**"Wallet"**) that supports the BEP20 token standard in order to receive any Tokens you purchase from us and provide the address for your Wallet (the **"Token Receipt Address"**).

We reserve the right to prescribe additional guidance regarding specific requirements with respect to a storage mechanism for the Tokens. You must have the ability to send BNB to the address that we provide (the **"Token Deposit Address"**).

We are not responsible for any delays, losses, costs, non-delivery of refunds or of Tokens, or other issues arising from your failing to provide a Token Receipt Address or providing an inaccurate or incomplete Token Receipt Address.

4. Principles

1. By transferring BNB to the relevant Token Deposit Address during the Sale Period, you understand and accept that liquidity will be locked for 2 years. "MCubez" Liquidity pool will hold BNB, ETH, USD as part of its pool to help stabilize and realize gains in liquidity pool. For the White Paper and/or further information on the Network, visit <https://metacubez.io>. The information contained in the Whitepaper and on <https://metacubez.io> (the **"Company Site"**) are of descriptive nature only, are not

binding and – unless explicitly referred to herein – do not form part of the Terms.

2. You understand and accept that while the individuals and entities, including the Company assigned to this task, will make reasonable efforts to maintain the Network, it is possible that such maintenance may fail and your Mcubez tokens may become useless and/or valueless due to technical, commercial, regulatory or any other reasons.
3. You are also aware of the risk that, due to a lack of public interest, the Network could be fully or partially abandoned, be commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. You therefore understand and accept that the transfer of BNB to the Token Deposit Address and the creation of MCubez by the Network carry significant financial, regulatory and/or reputational risks (including the complete loss of value of created Mcubes, if any, and attributed features of the Network).
4. You furthermore understand and accept that the creation and assignment of the Tokens and the execution of the Services are Network-based, consisting of multiple interconnected software codes existing on the Binance Smart Chain (BSC) (in the form of a smart contract built in Solidity), or other distributed ledger (as determined by the Company), as set forth on the Company Site. Moreover, the Company reserves the right to migrate from the Binance Smart Chain (BSC) protocol to a future protocol, which may or may not currently exist, for any reason, in accordance with the procedures set forth in Section 7.
5. This document does not constitute a prospectus of any sort, is not a solicitation for investment, does not pertain in any way to an initial public offering or a share/equity offering, and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of the Network.
6. By transferring BNB to the relevant Token Deposit Address, and/or receiving Mcubez, no form of partnership, joint venture, agency or any similar relationship between you and the Company and/or other individuals or entities involved with the creation or deployment of the Network is created.

7. Your contribution into the Network will not involve any fiat currencies and will strictly be done in cryptocurrencies.

5. Cancellation; Refusal of Purchase Requests

Your purchase of Mcubez from us during the Sale Period is final, and there are no refunds or cancellations except (i) as may be required by applicable law or regulation (ii) if BNB is sent to us from an address different than the approved Token Receipt Address. If any of (i), or (ii), occurs, then BNB sent by you to purchase Tokens may be returned and the purchase and sale will be considered not made.

We reserve the right to refuse or cancel Token purchase requests at any time in our sole and absolute discretion and to stop the Presale or Token Sale entirely. To the extent that we refuse or reject a payment, we will exercise reasonable endeavors to secure that the payment is returned to the Wallet from which it was made. However, we do not warrant, represent, or offer any assurances that we will be able to successfully recover and/or return such payments, and, in any event, you accept that any return of your payment will be net of any mining fees applied at the time the payment is made and thereafter until returned (if so returned).

We will provide you with web-based support only, which may include email, web forums, and knowledge-based support. We will not provide telephone or live support. Our support email is support@metacubez.io.

6. MC Creation Function

1. Accepted BNB Tokens:

Only Mcubez is accepted on the Network. The Network does not accept any other type of token. Other than BNB, any other type of token or cryptocurrency sent to the contract address to purchase Mcubez may not be recoverable.

2. Minimum / Maximum Contribution Amounts Per User:

A minimum contribution of the equivalent of \$30 USD (calculated to the Applicable Exchange Rate) per user is required. No maximum contribution amounts are built into the Network.

3. Transferability of Metacubez

Any and all MC will be locked and are therefore not transferable for 2 years. "MCubez" Liquidity pool will hold BNB, ETH, USD as part of its pool to help stabilize and realize gains in liquidity pool.

4. Third Party Payment Processor. To the extent that any third-party website, service, or smart contract offers to receive payments and issue Mcubez or facilitates the allocation or transfer of Mcubez in any way during the Sale Period, such third-party websites or services are, unless expressly set forth in these Terms or mentioned on the Company Site, not authorized by the Company.

Such third parties do not have any legal or commercial relationship in any way with the Company. You are solely responsible for ensuring that we receive the appropriate amount of cryptocurrency from an BNB compatible Wallet. We are not responsible for any loss of funds related to the use of a third-party payment processor.

7. Possible Migration of Tokens

1. We reserve the right to migrate the Tokens (the **"Pre-existing Tokens"**) from Binance Smart Chain (BSC) protocol to any future protocol, which may or may not currently exist, for any reason. Further, we may generate new Tokens on any future protocol that may or may not currently exist and make them available to the holders of Pre-existing Tokens (the **"Replacement Tokens"**) should we determine, in our sole discretion, which doing so is necessary or useful to the operation of the Network.
2. In the event that we migrate the Tokens, we may no longer provide support for the Pre-existing Tokens relating to the Network, the Services, or any other operational matters, except with respect to the migration process. Accordingly, by accepting these Terms, you acknowledge and agree that for you to continue to participate in the Network or obtain utility from the Tokens, you may need to convert the Tokens you purchase during the Token Sale to Replacement Tokens in the future.
3. If we migrate the Tokens, we shall notify you in accordance with the notice provisions set forth in Section 25(g) herein.

8. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing Tokens, holding Tokens and using Tokens for providing or receiving Services in the Network, as disclosed and explained in the Risk Disclosures set forth in Schedule 2 hereto. If you have any questions regarding these risks, please contact us at tokensale@metacubez.io.

BY ACCEPTING THESE TERMS AND PURCHASING TOKENS, YOU EXPRESSLY AND FINALLY ACKNOWLEDGE, ACCEPT AND ASSUME ALL OF THE RISKS SET FORTH IN SCHEDULE 2 HERETO.

9. Security

1. Your Security. You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanisms you use to receive and hold Tokens you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s).

If your private key(s) or other access credentials are lost, you may lose access to your Tokens. We are not responsible for any such losses. You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the email address associated with your account, (ii) private keys required to access any relevant BSC address or your Tokens and (iii) your username, password and any other login or identifying credentials.

2. Additional Information. You will provide to us, or our nominee, immediately upon request, b) information that in either of our sole discretion, we deem to be required to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy, including any "Know Your Customer" requirements and policies. Such information may include a passport, driver's license, utility bill, photograph of you, government identification cards, or sworn statements, and we or our nominee may keep a copy of such information.
3. Your Information. We may use aggregate statistical information about your activity, including your activity on the Company Site or platform and logins to various websites, for marketing or any other purpose in our sole discretion. We may use your internet protocol address to verify your purchase of Tokens. However, we will not release your personally identifying information to any third party without your consent, except as not prohibited by law or as set forth in these Terms, our Privacy Policy or any other Network Terms and Policies, all of which you have agreed to.

10. Right to Request Information

Before you are able to make a payment or at any time after making a payment to the Company, we or our nominee may determine, in either of our sole or absolute discretion:

1. to request additional information pursuant to Section 12(b), and
2. that it is necessary to obtain certain other information about you in order to comply with applicable laws or regulations in connection with the creation and issue of Tokens to you.

By agreeing to these Terms, you agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable law or regulation.

Further, you acknowledge and accept that we may refuse or reject any contributions for the purchase of Tokens until after you have provided all information and documentation that we may request under this Section 12 and after we have determined that it is permissible to create and issue Tokens to you under applicable law.

11. Taxes

The Purchase Price that you pay for Tokens is exclusive of all applicable taxes. You are solely responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting or remitting any sales, use, value added or similar tax arising from your purchase of Tokens.

You agree not to hold the Company or any Company Parties (defined below) liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of Tokens, or any other action or transaction related to the Network.

12. Representations and Warranties

By purchasing Tokens, you represent and warrant that:

1. You understand that the Token to BNB exchange rate will be determined in accordance with the Applicable Exchange Rate and may not reflect the exchange rate of your contribution of BNB at the time of your purchase of Tokens.
2. You are agreeing to participate in the Network in some manner, and you understand that it is your responsibility to participate, meaning that the Network surrounding this project is NOT solely dependent upon the efforts of Company managers, but by the

members engaging with the Company Network and Services.

3. You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and distributed ledger technology to understand these Terms and to appreciate the risks and implications of purchasing the Tokens.
4. You have read and understand these Terms (including the totality of the White Paper to which these Terms also apply).
5. You are aware of the Company's business affairs and financial condition and have obtained sufficient information about the Company to reach an informed decision to purchase the Tokens;
6. You will not be able to transfer Tokens until they have been unlocked by the Company.
7. You have obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens.
8. You understand that the Tokens confer only the right to provide and receive Services in the Network and confer no other rights of any form with respect to the Network or Company, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.
9. You are not purchasing Tokens for any uses or purposes other than to provide or receive Services in the Network, including, but not limited to, any investment, speculative or other financial purposes and you agree that, other than your use of the Tokens on the Network, that you will not, directly or indirectly, transfer any Tokens into the United States, or to or for the account or benefit of any U.S. person;
10. Your purchase of Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Tokens and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.
11. You are legally permitted to receive services and contribute to the Network for the continued improvement of the Network.

12. You will comply with any applicable tax obligations in your jurisdiction that may be relevant to your purchase, holding, redemption, sale, or transfer of the Tokens.
13. You agree to promptly provide to the Company or its nominee, upon request, proof of identity and/or source of funds and/or other documentation or other information that the Company may request from time to time in connection with the Company's obligations under, and compliance with, applicable laws and regulations, including but not limited to anti-money laundering legislation, regulations or guidance and/or tax information reporting or withholding legislation, regulations or guidance.
14. You understand with regard to Tokens, that we make no guarantees that you will be able to resell Tokens, or as to its future value, and that no market liquidity may be guaranteed and that the value of Tokens over time may experience extreme volatility or depreciate in full.
15. You, as an active member of the Company Network, must maintain all records as to ownership amounts, correct address and physical location, location of wallets, participation efforts, and any and all other information necessary for the Company managers to maintain accurate records as to the ecosystem created for the Company, and to notify all associated parties with the Company community.
16. You understand that you bear the sole responsibility to determine your contribution to the Network for the maintenance of the Company platform, the transfer of BNB to the Network, the creation, ownership or use of the Tokens, the potential appreciation or depreciation in the value of the Tokens over time, the sale and purchase of the Tokens and/or any other action or transaction related to the Company application have tax implications; further, by creating, holding or using the Tokens, and to the extent permitted by law, you agree not to hold any third party (e.g., developers, auditors, contractors, or founders) liable for any tax liability associated with or arising from the creation, ownership or use of the Tokens or any other action or transaction related to the Company platform;
17. You are purchasing the Tokens primarily to participate in the Network, being aware of the commercial risks associated with the Company application.
18. You waive the right to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the creation of the Tokens, as discussed more fully here.

19. You understand the creation of the Tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction.
20. You understand that the transfer of BNB to the Network, the creation of the Tokens and the maintenance of the Network carry significant financial, regulatory and reputational risks as further set forth in the Terms.
21. You understand that you have no right against any other party to request any refund of contributions submitted to the Network for the creation of the Tokens under any circumstance; and

You agree not to allow anyone to use your Wallet or share your User Credentials with any other person for the purpose of facilitating their unauthorized access to the Token Sale. If you do share your User Credentials with anyone, we will consider their activities to have been authorized by you. You alone are responsible for any acts or omissions that occur during the Token Sale using your User Credentials. We reserve the right to suspend or block your access to the Token Sale upon suspicion of any unauthorized access or use, or any attempted access or use, by anyone associated with your User Credentials.

14. Additional Representations and Warranties Regarding Export Controls and Sanctions Regulations.

In connection with these Terms, you agree to comply strictly with all applicable import, re-import, export, and re-export control and sanctions laws, regulations, guidance and programs, including but not limited to the U.S. Export Administration Regulations ("**EAR**") administered by the U.S. Department of Commerce's Bureau of Industry and Security ("**BIS**"), the International Traffic in Arms Regulations administered by the U.S. Department of State's Directorate of Defense Trade Controls ("**DDTC**"), and economic sanctions regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**").

Without limiting the foregoing, by transacting in Tokens and accessing our Services you agree that you are not:

1. purchasing Tokens or otherwise transacting in Tokens from within countries or regions comprehensively sanctioned by OFAC (currently, the Crimea region of Ukraine, Cuba, Iran, North Korea, and Syria).

2. purchasing Tokens or otherwise transacting in Tokens on behalf of any governments or government instrumentalities comprehensively sanctioned by OFAC, wherever located.
3. an individual or entity, or acting on behalf of any individual or entity, identified on BIS's Denied Persons, Unverified, or Entity Lists, or OFAC's List of Specially Designated Nationals, Foreign Sanctions Evaders, or List of Consolidated Sanctions, or DDTC's Debarred Parties List (collectively, "Restricted Parties"), nor an entity in which one or more Restricted Parties own in the aggregate, directly or indirectly, a 50 percent or greater interest; or
4. a citizen or resident of any geographic area in which access to or use of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act.
5. a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.

By transacting in Tokens or accessing our Services you also agree that you will not use the Tokens or Services to conduct or facilitate any transactions with such persons described in (a)-(d) above. You agree that if your country of residence, status as a Restricted Party, or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Tokens and Services. If you are registering to use the Tokens on behalf of a legal entity, you further represent and warrant that such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and that you are duly authorized by such legal entity to act on its behalf. You agree that you are solely responsible for compliance related to your use of Tokens.

15. Additional Representations and Warranties Regarding Anti-Money Laundering & Anti-Bribery

By transacting in Tokens and accessing our Services, you agree that no payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to:

1. the government of any country designated by the U.S. Secretary of State as a country supporting international terrorism.
2. the government of any country that has been designated as a non-cooperative country or designated by the U.S. Secretary of the Treasury as a money laundering; or directly or indirectly, any illegal activities. By transacting in Tokens and accessing our Services, you further agree that all payments or other transfer of value to the Company by you will be made an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a

jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department of Treasury pursuant to § 999(a)(3) of the Internal Revenue Code as in effect at the time of the payment or other transfer of value. If you or the source of the funds for the Tokens, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a “**Non-U.S. Bank**”) in connection with the acquisition of Tokens, the Non-U.S. Bank:

4. has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities.
5. employs one or more individuals on a full-time basis.
6. maintains operating records related to its banking activities.
7. is subject to inspection by the banking authority that licensed it to conduct banking activities; and
8. does not provide banking services to any other Non- U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.

You acknowledge that pursuant to anti-money laundering laws and regulations, the Company may be required to collect documentation verifying the identity and the source of funds used to acquire a Token before, and from time to time after, the date of this Agreement. You further agree that no payment or other transfer of value to the Company and no payment or other transfer of value to you shall cause the Company to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti-money laundering, anti-bribery or anti-boycott laws or regulations.

16. Proprietary Rights

1. Suggestions. If you provide any suggestions to us or our affiliates, we will own all right, title, and interest in and to those suggestions, even if you have designated the suggestions as confidential or proprietary. We and our affiliates will be entitled to use the suggestions without restriction. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require document, perfect, and maintain our rights in the suggestions.
2. Intellectual Property. We retain all right, title, and interest in all of our intellectual property (the “**Company IP**”), including inventions, designs, discoveries, processes, marks, compositions, formulae, techniques, knowhow, information and data, or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights

or patents based thereon, and we retain all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future, as well as all applications, extensions, and renewals in relation to such rights. You may not use any of the Company IP for any reason, except with our express, prior, written consent which may be revoked by us, and you are not entitled, for any purpose, to any of the Company IP.

We shall always retain ownership, including all rights, title, and interests in and to the Company IP, and you understand and accept that by purchasing Tokens pursuant to these Terms, you shall not:

1. Acquire or otherwise be entitled to any Company IP.
2. Make a claim in respect of any Company IP or any other equivalent rights; or
3. Use, attempt to use, copy, imitate or modify in whole or in part) any Company IP, except with our prior written consent.

17. Indemnification

1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Company Parties**”) from and against all actual and threatened claims, lawsuits, demands, actions, investigations (formal or informal), liabilities, obligations, judgments, damages, penalties, interests, fees, losses, expenses (including attorneys’ fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, claimed by Company Parties or third parties including governmental authorities, known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, in tort, contract, or otherwise (collectively “**Claims**”) arising from or relating to (i) your acquisition or use of Tokens, (ii) the performance or non-performance of your responsibilities or obligations under these Terms, (iii) your breach or violation of these Terms, (iv) any inaccuracy in any representation or warranty made by you, (v) your violation of any rights (including, but not limited to, intellectual property rights) of any other person or

entity or (vi) any act or omission of yours that is negligent, unlawful, or constitutes willful misconduct.

This foregoing indemnity is in addition to, and not in lieu of, any other remedies that may be available to the Parties under applicable law.

2. Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 17(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

18. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS RELATING TO THE TOKENS (WH BNB ER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WH BNB ER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE; (B) WE DO NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT, ERROR-FREE, OR DEFECT-FREE, MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF, INCLUDING, BUT NOT LIMITED TO, CONVERSATIONS OF ANY KIND, WH BNB ER TMCUBEZUGH ORAL OR ELECTRONIC COMMUNICATION.

YOU UNDERSTAND THAT TOKENS, DISTRIBUTED LEDGER TECHNOLOGY, THE BSC PROTOCOL, AND BSC ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF OUR CONTROL AND ADVERSE CHANGES IN MARKET FORCES OR TECHNOLOGY WILL EXCUSE OUR PERFORMANCE UNDER THESE TERMS.

TRANSACTIONS USING DISTRIBUTED LEDGER TECHNOLOGY, SUCH AS THOSE INVOLVING THE PRESALE OR TOKEN SALE, ARE AT RISK TO MULTIPLE POTENTIAL FAILURES, INCLUDING HIGH NETWORK VOLUME, COMPUTER FAILURE, DISTRIBUTED LEDGER FAILURE OF ANY KIND, USER FAILURE, TOKEN THEFT, AND NETWORK HACKING. WE ARE NOT RESPONSIBLE FOR ANY LOSS OF DATA, TOKENS, HARDWARE OR SOFTWARE RESULTING FROM ANY TYPES OF FAILURES, THEFT, OR HACK.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you. In such an event, the terms that are not enforceable in the relevant jurisdiction shall be severed from these Terms in accordance with Section 23 herein.

NEITHER THESE TERMS NOR ANY RELATED DOCUMENTATION OR COMMUNICATION BY THE COMPANY CONSTITUTES A PROSPECTUS OR OFFERING DOCUMENT AND IS NEITHER AN OFFER TO SELL NOR THE SOLICITATION OF AN OFFER TO BUY ANY INVESTMENT OR FINANCIAL INSTRUMENT IN ANY JURISDICTION. THE TOKENS SHOULD NOT BE ACQUIRED FOR SPECULATIVE OR INVESTMENT PURPOSES WITH THE EXPECTATION OF MAKING A PROFIT ON IMMEDIATE OR FUTURE RESALE.

NO REGULATORY AUTHORITY HAS EXAMINED OR APPROVED ANY OF THE INFORMATION SET FORTH IN THESE TERMS OR ANY RELATED DOCUMENTATION OR COMMUNICATION BY THE COMPANY. NO SUCH ACTION HAS BEEN OR WILL BE TAKEN UNDER THE LAWS, REGULATORY REQUIREMENTS, OR RULES OF ANY JURISDICTION.

19. Limitation of Liability

1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE, LOSS OF USE OR DATA, LOSS OR DEPLETION OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF CONTRACT, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, OR THE LIKE) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY

TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS.

2. THE LIMITATIONS SET FORTH IN THIS SECTION 19 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.
3. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.

20. Release

To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, losses, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or omissions of third parties. **You expressly waive any and all rights which you may have under California Civil Code § 1542, as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release. California Civil Code § 1542 reads as follows:**

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

21. Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

1. Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Company (i) waive your and Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court and (ii) waive your and Company's respective rights to a jury trial. Instead, you and Company will arbitrate Disputes

2. No Class wide Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and Company and will be resolved solely individually and will not be brought as a class wide arbitration, class action or any other type of representative proceeding.

There will be no class wide arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.

Further, a Dispute cannot be brought as a class or other type of representative action, within or outside of arbitration, or on behalf of any other individual or group of individuals.

3. Federal Arbitration Act These Terms affect interstate commerce, and the enforceability of this Section 21 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “**FAA**”), to the maximum extent permitted by applicable law.
4. Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at legal@heroicsecurity.com. Notice to you shall be by email to the then-current email address in your Company account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 21, commence an arbitration proceeding or, to the extent specifically provided for in Section 21(a), file a claim in court.
5. Process. Any arbitration will occur in Delaware. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“**JAMS**”), which are hereby incorporated by reference. The state and federal courts located in New Castle County, Delaware will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.

6. Authority of Arbitrator. As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of a Dispute is arbitrable and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms.

The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

7. Rules of JAMS The rules of JAMS and additional information about JAMS are available on the [JAMS website](#) . By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of JAMS or (ii) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.
8. Severability of Dispute Resolution and Arbitration Provisions. If any term, clause, or provision in this Section 21 is held invalid or unenforceable, it will be held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this Section 21 will remain valid and enforceable. Further, the waivers set forth in Section 21(b) are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

22. Governing Law and Venue

These Terms will be governed by and construed and enforced in accordance with the laws of Singapore, without regard to conflict of law rules or principles of Singapore or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

Any Dispute between the Parties arising out of or relating to these Terms that is not subject to arbitration or cannot be heard in small claims court will be resolved and filed only in the state or federal courts of Singapore.

You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

23. Severability

If any term, clause, or provision of these Terms is held to be illegal, invalid, void, or unenforceable (in whole or in part), then such term, clause, or provision shall be severable from these Terms without affecting the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision in these Terms, which will remain in full force and effect. Any invalid or unenforceable provisions will be interpreted to affect the intent of the original provisions.

If such construction is not possible, the invalid or unenforceable provision will be severed from these Terms, but the rest of these Terms will remain in full force and effect.

24. Modifications to the Terms.

We may modify these Terms and the Network Terms and Policies at any time by, at our option, posting a revised version on the Company Site, other channels we make available or, only if you have provided us with an email address, by email.

The modified provisions will become effective upon posting or the date indicated in the posting, or if we notify you by email, as stated in the email. It is your responsibility to check the Company Site and other channels regularly for modifications.

Your continued use of Tokens or the Network after any modification become effective constitutes your acceptance of the modification. Please contact us by email at [tokensale@heroic.com] if you do not accept any modifications.

We last modified these Terms on the date listed at the beginning of these Terms.

25. Miscellaneous

1. Confidentiality and Publicity. You may use Company Confidential Information (as defined below) only in connection with your purchase of Tokens and pursuant to the terms of these Terms. You will not disclose Company Confidential Information during or after the Token Sale, including the Presale Period.

You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Company Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to these Terms or your purchase of Tokens.

You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse or contribute to you or your business endeavors) or express or imply any relationship or affiliation between us and you or any other person.

1. **“Company Confidential Information”** means all nonpublic information disclosed by us, our affiliates, business partners and our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

Company Confidential Information includes: (a) nonpublic information relating to our or our affiliates’ or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates.

Company Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this agreement; (ii) can be shown conclusively by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or can be shown conclusively by documentation to have been independently developed by you without reference to the Company Confidential Information.

2. Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God, flood, fire, earthquake, explosion, storm, or other elements of nature, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, changes in distributed ledger technology, changes in the BSC or MetaCubex protocols or any other force, event or condition outside of our control.

3. Independent Contractors. We and you are independent contractors, and neither Party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.
4. No Partnership or Joint Venture. Nothing in these Terms shall be deemed to create any form of partnership, joint venture, or any similar relationship between you and the Company and/or other individuals or entities involved with the development, deployment, and maintenance of the Network and/or the Company Parties and/or the Network.
5. No Third-Party Beneficiaries. These Terms do not create any third-party beneficiary rights in any person except for any of our affiliates or licensors as provided in these Terms.
6. Import and Export Compliance. In connection with these Terms, you will comply with all applicable import, re-import, export, and re-export control and laws, regulations, guidance and programs, including the Export Administration Regulations, the International Traffic in Arms Regulations and country or individual-specific economic sanctions programs implemented by the Office of Foreign Assets Control. You are solely responsible for compliance related to your use of Tokens.
7. Notices
 1. **To you:** We may provide any notice to you, at our option, under these Terms by (A) posting a notice on the Company Site or (B) sending an email to the email address then associated with your account. Notices we provide by posting on the Company Site will be effective upon posting, and notices we provide by email, if any, will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, you actually receive or read the email.
 2. **To us:** To give us notice under these Terms, you must contact the Company by email to tokensale@metacubez.io. We may update this email address for notices to us by posting a notice on the Company Site or sending an email to you. Notices to us will be effective when received by us.
 3. **Language:** All communications and notices to be made or given pursuant to these Terms must be in the English language.

8. No Waivers. The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision later. All waivers by us must be in writing to be effective.
9. Entire Agreement. These Terms set forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes, replaces, and extinguishes any and all prior or contemporaneous disclosures, discussions, understandings, agreements, draft agreements, arrangements, warranties, statements, assurances, representations, and undertakings of any nature made by, or on behalf of the parties, oral or written, public or private, in relation to the subject matter herein.

SCHEDULE 1

INTENDED FUNCTIONALITY OF METACUBEZ ON THE NETWORK

MetaCubez is a utility token to be used on the Network. MetaCubez is not a security and is not intended for speculative investment.

The Company makes no promises of future performance or future value of MetaCubez for the provision of Services within the Network. Holding MetaCubez is in no way the equivalent of holding a share in the Company:

The holders of MetaCubez (the “**Token holders**”) are not entitled to participate in Company decision making, profits, revenue share, or otherwise, and Token holders have no rights in the Company, implied or otherwise.

Importantly, Token holders should have no expectation of profiting from their purchase of MCubez. Mcubez is sold as a utility token, and all proceeds received by the Company in connection with the operation of its business, including without limitation developing and deploying the Network, as well as all proceeds received by the Company in connection with the sale of MCUBEZ, may be spent freely by Company, absent any conditions or restrictions.

There is a finite supply of MCUBEZ that is intended to circulate amongst users and within the Network continuously. It is not expected that MCUBEZ will be ‘burned’ and/or canceled on the BSC blockchain, and it will, therefore, serve as a reusable means of exchange for goods and services, for use only within the Network.

Tokens will continuously circulate within the Network, passing from one user to another in exchange for performance of the roles vital to the functioning of the Network. **The success of the Network will depend on the utility of MCubez within the Network. You should not purchase MetaCubez if you do not intend to use them on the Network for the purposes**

described in our White Paper.

POSSIBILITY OF CHANGE TO THE FUNCTIONALITY OF THE TOKENS

WE RESERVE THE RIGHT TO AMEND THE INTENDED FUNCTIONALITY OF THE TOKENS. WE SHALL PROVIDE NOTICE OF ANY CHANGES THAT WE DECIDE TO MAKE TO THE FUNCTIONALITY OF THE TOKENS IN ACCORDANCE WITH SECTION 25(G) OF THE TERMS. IT IS YOUR RESPONSIBILITY TO REGULARLY MONITOR OUR WEBSITE FOR ANY SUCH NOTICES AND TO ENSURE THAT WE HAVE YOUR CURRENT EMAIL ADDRESS.

SCHEDULE 2 RISK DISCLOSURES

1. **Risk of Losing Access to MetaCubez Due to Wallet Incompatibility:** A valid BSC address from a BNB compatible wallet (e.g., Mist, Meta mask) is required to receive your MetaCubez.

A BNB compatible wallet is a wallet that possesses technical infrastructure that is compatible with the receipt, storage, and transfer of MCUBEZ. Non- BNB compatible wallet addresses will not be accepted. In addition, the BSC address used must not be associated with a third-party exchange or service that has custody over the private key (e.g., Coinbase, etc.).

You must own the private key if your address is an exchange address.

2. **Risks Associated with the BSC BSC Protocol:**

MCUBEZ and the Network are based on the BSC protocol. As such, any malfunction, unintended function, unexpected functioning of or attack on the BSC protocol may cause the Network or MCUBEZ to malfunction or function in an unexpected or unintended manner.

The Network may be the target of malicious attacks seeking to identify and exploit weaknesses in the software or the Network, which may result in the loss or theft of MCUBEZ. For example, if the MCUBEZ and the Network are subject to unknown and/or known security attacks (such as double-spend attacks, 51% attacks, or other malicious attacks), such attacks may materially and adversely affect the Network and the utility of

the MCUBEZ. BNB, the native unit of account of the BSC protocol, may itself lose value in ways similar to MCUBEZ, and also other ways.

Risks Associated with Purchaser Credentials:

Any third party that gains access to or learns of your wallet login credentials or private keys may be able to dispose of your MCUBEZ. To minimize this risk, you should guard against unauthorized access to your electronic devices. Best practices dictate that you safely store private keys in one or more backup locations geographically separated from the working location.

In addition, you are responsible for giving us the correct Token Receipt Address to send you your MCUBEZ. If you give us the incorrect Token Receipt Address to send your MCUBEZ to, we are not responsible for any loss of MCUBEZ that may occur.

3. Risk of Unknowable or Unfavorable Regulatory Action in One or More Jurisdictions:

Regulation of tokens (including the Tokens), token offerings, or SAFT offerings, cryptocurrencies, blockchain technologies, and cryptocurrency exchanges is not yet mature and likely to rapidly evolve, varies significantly among international, federal, state and local jurisdictions, and is subject to significant uncertainty.

Various legislative and executive bodies in the United States and in other countries may in the future adopt laws, regulations, guidance, or other actions, which may severely impact the development and growth of the Network and the adoption and utility of the Tokens.

Failure by the Company or certain users of the Network to comply with any laws, rules, and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.

As distributed ledger networks and distributed ledger assets have grown in popularity and in market size, federal and state agencies have begun to take an interest in and, in some cases, regulate their use and operation. In the case of virtual currencies, state

regulators like the New York Department of Financial Services have created new regulatory frameworks.

Others, as in Texas, have published guidance on how their existing regulatory regimes apply to virtual currencies.

Some states, like New Hampshire, North Carolina, and Washington, have amended their respective state statutes to include virtual currencies into existing licensing regimes. Treatment of virtual currencies continues to evolve under federal law as well.

The Department of the Treasury, the SEC, and the Commodity Futures Trading Commission ("**CFTC**"), for example, have published guidance on the treatment of virtual currencies.

The IRS released guidance treating virtual currency as property that is not currency for U.S. federal income tax purposes, although there is no indication yet other courts or federal or state regulators will follow this classification for other (non-tax) purposes.

Both federal and state agencies have instituted enforcement actions or investigations against those allegedly violating their interpretation of existing laws. The regulation of the non-currency use of distributed ledger assets, including the Tokens, is also uncertain.

The CFTC has publicly taken the position that certain distributed ledger assets are commodities, and the SEC has issued a public report stating federal securities laws require treating some blockchain assets as securities.

To the extent that a domestic government or quasi-governmental agency exerts regulatory authority over a distributed ledger network or asset, the Network and Tokens may be materially and adversely affected.

Distributed ledger networks also face an uncertain regulatory landscape in many jurisdictions such as the United States, the European Union, China, and Russia. Various

foreign jurisdictions may, in the near future, adopt laws, regulations or directives that affect the Network. Such laws, regulations or directives may be in conflict with each other or may directly and negatively impact our business.

The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of the Network and the adoption and utility of the Tokens.

New or changing laws and regulations or interpretations of existing laws and regulations, in the United States and other jurisdictions, may materially and adversely impact the value of the currency in which the Tokens may be exchanged, the liquidity and use of the Tokens, and the structure, rights, and transferability of Tokens

4. **Risk of Regulatory Action in the United States if the Tokens are Deemed to be Securities offered in the United States.**

We believe utility tokens that have a specific consumptive use; they allow participants in the Network to buy virtual land, to rent land, and to buy all the services available on the platform.

Due to the nature of Tokens, we do not think they should be considered a “security” as that term is defined in the Securities Act. On July 25, 2017, the SEC issued a Report of Investigation (the “**Report**”) under Section 21(a) of the Securities Exchange Act of 1934 (the “**Exchange Act**”) describing an SEC investigation of

The DAO, a virtual organization, and its use of distributed ledger or blockchain technology to facilitate the offer and sale of DAO Tokens to raise capital. The SEC applied existing U.S. federal securities laws to this new paradigm, determining that DAO Tokens were securities.

The SEC stressed that those who offer and sell securities in the U.S. are required to comply with federal securities laws, regardless of those securities are purchased with virtual currencies or distributed with blockchain technology.

The SEC's announcement, and the related Report, may be found here: <https://www.sec.gov/news/press-release/2017-131> .

Since the date of the Report, the SEC has subsequently provided statements regarding cryptocurrencies and initial coin offerings. Some state securities commissions have also provided statements. As noted by the SEC, token issuances represent a new paradigm, and the application of the federal securities laws to this new paradigm is very fact specific.

If the Tokens are deemed to be a security subject to U.S. federal or state securities laws, we may be deemed to be in violation of U.S. federal or state securities laws with respect to Tokens that we will be issuing in connection with the Token Sale. Violations of U.S. federal or state securities laws could result in, among other things, administrative or civil lawsuits against the Company seeking remedies such as fines, restitution, disgorgement, and injunctions.

The Company may be required in the future to register the issuance of its Tokens under the Securities Act. The registration of the Tokens under the Securities Act would result in a significant delay in the issuance of the Tokens and would require us to incur substantial additional expense.

5. Risk of Alternative Networks:

It is possible that alternative networks could be established that utilize the same or similar open-source code and protocol underlying the Network and attempt to facilitate services that are materially similar to the Services on the Network. The Network may compete with these alternative networks, which could negatively impact the Network and the Tokens.

6. Risk of Insufficient Interest in the Network or Distributed Applications:

It is possible that the Network will not be used by many individuals, and that there will be limited public interest in the creation and development of distributed ledger technologies. Because the success of the Network depends, in part, on the growth and

adoption of the use of BSC and other distributed ledger technologies, such a lack of interest could negatively impact MCUBEZ and the Network.

7.

Risk that the Network, as Developed, Will Not Meet the Expectations of the Company or the Purchaser:

The Network may undergo significant changes over time. Moreover, we have limited control over how other participants will use the Network, what products or services will be offered Mcubez the Network by third parties, or how third-party products and services will utilize the Tokens (if at all). This could create the risk that Tokens or the Network, may not meet your expectations at the time of purchase, for any number of reasons including mistaken assumptions or analysis, a change in the design and implementation plans, and execution of the Network.

Furthermore, despite our good faith efforts to develop, complete, and participate in the Network, it is still possible that the Network will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Network and Tokens, and your Tokens may become useless due to technical, commercial, regulatory or any other reasons.

8. **Risk of Unfavorable Fluctuation of BNB and Other Currency Value:**

The Company team intends to use the proceeds from selling MCUBEZ to fund general corporate purposes, as described further in the White Paper. The proceeds of the Token Sale will be denominated in BNB and converted into other cryptographic and fiat currencies.

If the value of BNB or other currencies fluctuates unfavorably during or after the Token Sale, the Company team may not be able to maintain the Network in the manner that it intended.

9. **Risks from Taxation:**

The tax characterization of MCUBEZ is uncertain. You must seek your own tax advice in connection with the acquisition, storage, transfer, and use of MCUBEZ, which may result in adverse tax consequences to you, including, without limitation, withholding taxes,

transfer taxes, value added taxes, income taxes and similar taxes, levies, duties, or other charges and tax reporting requirements.

Risk of Theft and Hacking:

Hackers or other groups or organizations or countries may attempt to interfere with the Network or the availability of MCUBEZ in any number of ways, including service attacks, denial of service attacks, Sybil attacks, spoofing, smurfing malware attacks, or consensus-based attacks, or phishing, or other novel tokens that may or may not be known to steal MCUBEZ. Any such successful attacks could result in theft or loss of your payment of BNB or your Tokens, adversely impacting the ability to develop the Network and derive any usage or functionality from the Tokens.

Risk of Security Weaknesses in the Network Core Infrastructure Software:

The Network operates on an open-source protocol maintained by the Company and other contributors. As an open-source project, the Network will not be represented, maintained, or monitored by an official organization or authority.

The open-source nature of the Network protocol means that it may be difficult for the Company or contributors to maintain or develop the Network and the Company may not have adequate resources to address emerging issues or malicious programs that develop within the Network adequately or in a timely manner.

Third parties not affiliated with the Company may introduce weaknesses or bugs into the core infrastructure elements of the Network and open-source code which may negatively impact the Network. Such events may result in a loss of trust in the security and operation of the Network, and a decline in user activity and could negatively impact the Tokens.

Risk of Weaknesses or Exploitable Break MCubez in the Field of Cryptography:

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to MCUBEZ and the Network by rendering ineffective the cryptographic consensus mechanism that underpins the BSC protocol. Smart contracts and their underlying software application and software platforms (i.e., BSC) are still in an

early development stage and unproven.

There is no warranty or assurance that the process for creating MCUBEZ will be uninterrupted or error-free, and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses, or bugs causing, inter alia, the complete loss of any BNB you contribute, the theft or loss of your Tokens, or a reduction in the utility of your Tokens.

Risk of MCUBEZ Mining Attacks:

As with other decentralized cryptographic tokens and cryptocurrencies, the distributed ledger used for the Network is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, selfish-mining attacks, and rare attacks.

Any successful attacks present a risk to the Network, MCUBEZ, and expected proper execution and sequencing of BNB contract computations.

Despite the efforts of the Company team, the risk of known or novel mining attacks exists. You understand and accept that the network of miners will ultimately be in control of the delivery of MCUBEZ via smart contracts and that most miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the Network, and that such a scenario could lead to MCUBEZ losing intrinsic value and/or functionality.

10. Risk of Lack of Adoption or Use of the Network:

While MCUBEZ should not be viewed as an investment, it may have value over time due to its utility on the Network. That value may be limited or non-existent if the Network lacks use and adoption. If this becomes the case, there may be few or no markets in which MCUBEZ may be sold following the launch of the platform, potentially having an adverse impact on MCUBEZ.

11. Risk of an Illiquid Market for MCUBEZ:

The Company is not aware of any marketplace for MCUBEZ and does not support a marketplace for MCUBEZ. There may never be any such marketplace for MCUBEZ. There

are currently no exchanges upon which MCUBEZ would trade.

If such exchanges ever do develop, they will likely be relatively new and subject to poorly understood regulatory oversight. Such exchanges may, therefore, be more exposed to fraud and failure than established, regulated exchanges for other products, and such exposure may have a negative impact on MCUBEZ.

Furthermore, to the extent that third parties do ascribe an external exchange value to MCUBEZ (e.g., as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. You should not purchase MCUBEZ as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic, or cash-equivalent value may increase over time.

You assume all risks associated with such speculation or actions and any errors associated therewith, and you accept that MCUBEZ is not offered by the Company or its affiliates on an investment basis or for such purpose. You further acknowledge that any funds that you consider to be invested in MCUBEZ will not be protected, guaranteed, or reimbursed by any governmental, regulatory, or other entity.

12. Risk of Uninsured Losses:

Unlike bank accounts or accounts at some other financial institutions, funds held using the Network or BSC network are generally uninsured. In the event of any loss, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurer, to offer recourse to the purchaser.

13. Risk of Dissolution of the MetaCubez Project:

It is possible that, due to any number of reasons, including, but not limited to, a decrease in MCUBEZ utility due to (i) negative adoption of the Network, (ii) an unfavorable fluctuation in the value of BNB (or other cryptographic and fiat currencies, (iii) the failure of commercial relationships, or (iv) intellectual property ownership challenges, the Network may no longer be viable to operate, and the MetaCubez project may dissolve.

14. Risk of Malfunction in the Network:

It is possible that the Network malfunctions in an unfavorable way, including one that results in the loss of MCUBEZ.

15. Risks Arising from Lack of Governance Rights:

Because Tokens confer no governance rights of any kind with respect to the Network or the Company, all decisions involving the Company's products or services within the Network or the Company itself will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue its products or services in the Network, to create and sell more Tokens for use in the Network, or to sell or liquidate the Company.

These decisions could adversely affect the Network and the utility of any Tokens you own, including their utility for obtaining Services.

16. Risk of Hard fork:

The Network may be subject to significant conceptual, technical and commercial changes. An upgrade to MCUBEZ may be required (hard fork of MCUBEZ) and, if you decide not to participate in such an upgrade, you may no longer be able to use your Tokens, and any non-upgraded MCUBEZ may lose their functionality in full.

17. Risks Associated with Our Intellectual Property:

The Company considers any technology that it develops to be proprietary. Our ability to compete depends in part upon our ability to protect our rights to the technology that we develop.

The Company will also rely on trademark, copyright, and trade secret law to protect its rights. However, these laws offer only limited protection. In addition, other countries may provide the Company with little to no intellectual property right protection.

As the number of distributed ledger products and services available to consumers increase, and as the uses of such products and services overlap, companies in the industry may become subject to additional intellectual property disputes.

Any litigation to protect our intellectual property rights would be expensive, time-consuming, and unpredictable. Such litigation could adversely affect our business, including our financial condition, regardless of the outcome.

There can be no assurances that any steps taken to protect intellectual property rights will be successful in deterring misappropriation or independent third-party development of our technology. Similarly, third parties may assert infringement and misappropriation claims against us.

Regardless of the merit, these actions could distract management from our business and adversely affect our financial condition and operating revenues.

The Company may need to enter into confidentiality agreements with its consultants, business partners and investors to protect the Company's proprietary rights. Nevertheless, these attempts to protect our proprietary rights may be inadequate. If the Company is unable to protect its intellectual property, the utility of the Tokens may decline or diminish, and the Network may fail.

18. Risks Associated with Data Privacy Laws:

There are a number of data protection, security, privacy and other government- and industry-specific requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data.

Security compromises could harm the Network's reputation, erode user confidence in the effectiveness of its security measures, negatively impact its ability to attract new users, or cause existing users to stop using the Network, which would reduce or diminish the utility of the Tokens and cause the Network to fail.

19. Unanticipated Risks:

Cryptographic tokens are a new and untested technology. In addition to the risks discussed in the White Paper and these Terms, there are risks that the MetaCubex team cannot anticipate. Further risks may materialize as unanticipated combinations or variations of the discussed risks or the emergence of new risks.

