

RCM LABS
Meerkat Bag NFT
TERMS OF SERVICE

Welcome to Red Cat Multiverse Labs (“**RCM LABS**”, “**we**” or “**us**”). As part of our services we allow select USERS (“**Community Members**” or “**you**”) the opportunity to create or mint unique Polygon blockchain-tracked, non-fungible tokens (“**NFT**”) that serve as digital collectibles.

These Terms of Use (“**Terms**”) are a legally binding agreement between you and RCM LABS and set forth the terms for your use of the website (however accessed, whether via web, mobile, or otherwise) and the limited services of NFT minting made available through any application website or other service provided by RCM LABS as described herein (the Site and services, collectively, the “**Services**”). For clarity, these Terms only govern NFT minting, they do not govern your use of other aspects of RCM LABS’s and its’ affiliates’ website and associated mobile applications, nor any other product or service purchased from a RCM LABS website or application.

1. Eligibility

Community members that are whitelisted (“**Whitelist Member**”) are eligible to receive an invitation to mint (“**Invitation**”) an NFT. RCM Labs, in its sole discretion, will set criteria for becoming a Whitelisted Member; and shall determine, in its sole discretion, whether to extend an Invitation to any individual Whitelisted Member.

2. Minting

Once a Whitelisted Member receives an Invitation, they will be directed to a specific RCM Labs URL where they can digitally create (“**Mint**”) their NFT within the criteria set forth on the page. Once the NFT has been Minted, then the NFT will be displayed on the Community Member’s account within our Services as well as on the Polygon Blockchain on Community Member’s Metamask account.

3. Ownership

Once the NFT is minted, all intellectual property rights, including all worldwide copyrights, in and to the NFT shall be owned by the Community Member who Minted the NFT. In the event that RCM Labs desires to include the NFT in the Services in the future, RCM Labs will contact the Community Member to enter into a license agreement for use of the NFT.

4. DISCLAIMER OF WARRANTIES

IF YOU CHOOSE TO USE THE SITES OR SERVICES, YOU DO SO VOLUNTARILY AND AT YOUR SOLE RISK. THE SITES AND SERVICES ARE PROVIDED “AS IS” AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS. WE DISCLAIM ALL WARRANTIES OR OTHER TERMS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT: THAT THE SITES OR SERVICES, OR ANY OF THEIR FUNCTIONS, WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT ANY PART OF THE SITES OR SERVICES, OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITES OR SERVICES WITH REGARD TO CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, APPROPRIATENESS FOR ANY PURPOSE, OR OTHERWISE. DUE TO THE NATURE OF THE INTERNET, RCM LABS CANNOT GUARANTEE THE CONTINUOUS AND UNINTERRUPTED AVAILABILITY AND ACCESSIBILITY OF THE SITES OR SERVICES. RCM LABS MAY RESTRICT THE AVAILABILITY OF THE SITES OR SERVICES OR CERTAIN AREAS OR FEATURES IF NECESSARY, IN VIEW OF CAPACITY LIMITS, THE SECURITY OR INTEGRITY OF ITS SERVERS, OR TO CARRY OUT MAINTENANCE MEASURES THAT ASSIST IN THE PROPER OR IMPROVED FUNCTIONING OF THE SITES OR SERVICES. IF YOU ARE DISSATISFIED WITH ANY OF THE MATERIALS CONTAINED IN THE SITES OR SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SITES OR SERVICES.

You agree that the NFTs are not and shall not be based upon or redeemable for any tangible or physical item, fractionalized, or capable of use as a coupon, investment, security or other financial instrument or knowingly marketed in any other manner that would cause transactions to be governed by any applicable securities laws, including but not limited to the Securities Act of 1933, and are not convertible virtual currencies.

You acknowledge and agree that the characterization and regulatory scheme governing NFTs, cryptocurrencies, and blockchain technology is uncertain and continually evolving, and is accompanied by inherent risks, including risks related to faulty or insufficient hardware, software, or internet connections; introduction or intrusion of malicious code or software; hacking or unauthorized access to your digital wallet or information stored therein, or of theft or diversion of funds therefrom; volatility and unstable or unfavorable exchange rates; and the risk of unfavorable regulatory intervention and/or tax treatment in relation to transaction in cryptocurrency. You further acknowledge and agree that digital assets are highly experimental, risky, and volatile, and your use of the Site and Services to purchase digital assets may carry substantial financial risk, including the risk of loss in trading digital assets. By using the Services, you represent that you have sufficient knowledge, sophistication, and experience with respect to NFTs, cryptocurrency, and blockchain technology, to make your own evaluation of the merits and risks of any transaction conducted via the Site or Services or any digital asset associated with such transaction. Under no circumstances will the operation of all or any portion of the Site or Services by RCM LABS be deemed to create a relationship that includes the provision or tendering of investment advice.

5. Indemnification.

You shall indemnify, defend (at RCM LABS’s request) and hold harmless RCM LABS, its affiliates and licensors, and its and their respective officers, agents, directors, representatives, contractors, and employees, from and against any and all claims, suits, demands, actions, losses, liabilities, damages, judgements, penalties, fines, expenses and other costs (including reasonable attorneys’ fees) arising from your breach or alleged breach of this Agreement. RCM LABS will also have the right to provide our own defense additionally or alternatively at our own expense.

6. **Limitation of Liability.**

In no event will RCM LABS be liable to you for any special, incidental, exemplary, indirect, punitive, or consequential damages (including loss of profits) with respect to the subject matter of this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not you have been advised of the possibility of such loss or damage. RCM LABS's aggregate liability under this Agreement shall not exceed the net revenues actually received by RCM LABS in connection with your NFT. The foregoing limitation of liability shall only apply to the extent permitted by applicable law. In no event will RCM LABS be liable for any inability for you to access the NFT for any reason, including as a result of any downtime, failure, obsolescence, removal, termination or other disruption relating to (a) the servers upon which the Artwork is stored; (b) any third party; or (c) any other NFT platform.

7. **Assignment.**

RCM LABS will have the unrestricted right to assign this Agreement and to assign, subcontract, license and sublicense any or all of its rights and obligations hereunder. This Agreement is personal to you and shall not be assigned or transferred by you. Any other attempt by you to assign, sub-license, or transfer your rights under this Agreement shall be null and void.

8. **Remedies.**

Your rights and remedies in the event of any breach of this Agreement are strictly limited to the right, if any, to recover damages, and you acknowledge that your remedy of money damages is adequate. You will not be entitled by reason of any such breach, and you will not seek, any equitable relief, whether injunctive or otherwise.

9. **Miscellaneous**

This agreement shall be governed by the laws of the state of Delaware in the United States. You agree that there are no third-party beneficiaries to these Terms. This Agreement constitutes the complete understanding and agreement of you and RCM LABS with respect to the articles and supersedes any and all prior or contemporaneous written or oral agreements between you and RCM LABS with respect to all articles. Prior agreements between RCM LABS and you relating to any article(s) will continue to govern those prior article(s). The language of any clause or term of this Agreement will not be construed for or against the drafter. No right or term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing and signed by you and RCM LABS. Any modification or amendment to this Agreement must be made in writing and signed by you and RCM LABS.