

Terms of Service [2022.5.20]

1. Introduction

MetEast is an NFT marketplace interface maintained by a decentralized team of developers, set up on Elastos•ESC, side chain of Ethereum, with better liquidity, autonomous governance and more friendly interaction.

2. Modification of this Agreement

This Agreement, any supplemental agreements and rules released by MetEast constitute a complete agreement ("the Agreement") between you and MetEast.

We reserve the right, in our sole discretion, to modify the Agreement. All modifications become effective when they are posted, and we will notify you by updating the date at the top of the Agreement.

3. Assumption of Risk By accessing MetEast' s software and services, you accept and acknowledge:

We do not store, send, or receive Digital Assets, as they respectively exist on the blockchain. As such, and due to the decentralized nature of the services provided, you are fully responsible for protecting your wallets and assets from any and all potential risks. Our software indexes NFTs on the Elastos•ESC as they are created, and we are not

responsible for any assets that users may mistakenly or willingly access or purchase through the software.

No information or statements available on or in connection with MetEast should be regarded as a suggestion to engage in or refrain from any investment-related course of action as we are not undertaking to provide investment or financial advice. Such information or statements provided by MetEast do NOT constitute any guarantee of future performance and undue reliance should not be placed on them. Purchasing non-fungible tokens necessarily involves known and unknown risks and uncertainties, which may cause actual performance and financial results to differ materially from any projections of future performance or result expressed or implied by information or statements contained herein. The prices of NFT assets are determined by the market and extremely volatile and we cannot guarantee purchasers or sellers will not lose money. You are solely responsible for your decision of transactions and you are solely responsible for determining any taxes that apply to your transactions. MetEast's services are non-custodial, such that we do not at any time have custody of the NFTs owned by our users. You accept responsibility for any risks associated with purchasing and/or selling such user-generated content, including (but not limited to) the risk of purchasing counterfeit assets, mislabeled

assets, assets that are vulnerable to metadata decay, assets on faulty smart contracts, and assets that may become untransferable.

4. Disclaimers

We do not represent or warrant that access to the front-end interface will be continuous, uninterrupted, timely, or secure; that the information contained in the interface will be accurate, reliable, complete, or current; or that the Interface will be free from errors, defects, viruses, or other harmful elements.

4. Proprietary Rights

We own the intellectual property generated by core contributors to MetEast for the use of MetEast, including (but not limited to) software, text, designs, images, and copyrights. Unless otherwise stated, MetEast reserves exclusive rights to its intellectual property.

6. Eligibility To access or use the front-end interface, you represent that you are at least the age of majority in your jurisdiction. You further represent that your access and use of the front-end interface will fully comply with all applicable laws and regulations and that you will not access or use the front-end interface to conduct, promote, or otherwise facilitate any illegal activity. Furthermore, you represent that neither you nor any entity you represent are included in any trade embargoes or sanctions list ("Subject to Restrictions"), nor resident, citizen, national

or agent of, or an entity organized, incorporated or doing business in such territories ("Restricted Territories").

7. Privacy

When you use the front-end interface, the only information we collect from you is your access token, blockchain wallet address, completed transaction hashes, and token identifiers. We do not collect any personal information such gender or age from you. We do, however, may use third-party services like Google Analytics, which may receive your publicly available personal information. We do not take responsibility for any information you make public on the blockchains by taking actions through the front-end interface.

8. Prohibited Activity

You agree not to engage in any of the following categories of prohibited activity in relation to your access and use of the front-end interface: Intellectual property infringement, such as violations to copyright, trademark, service mark or patent. Interaction with assets, listings, smart contracts, and collections that include metadata that may be deemed harmful or illegal, including (but not limited to): metadata that promotes suicide or self-harm, incites hate or violence against others, degrades or doxxes another individual, depicts minors in sexually suggestive situations, or raises funds for terrorist organizations.

Transacting in any Restricted Territory or interacting with any blockchain addresses controlled indirectly or directly by persons or entities Subject to Restrictions, that is, included in any trade embargoes or sanctions list.

9. Limitation of Liability

MetEast is in no way liable for any damages of any form resulting from your access or use of MetEast' s software or services, including (but not limited to) any loss of profit, digital assets, or intangible property, and assumes no liability or responsibility for any errors, omissions, mistakes, or inaccuracies in the content provided on MetEast - controlled software or media; unauthorized access or use of any server or database controlled by MetEast; bugs, viruses etc. in the software; suspension of service; or any conduct of any third party whatsoever. Furthermore, any hyperlink or reference to a third party website, product, or person that is shared or published in any software or other channel by MetEast is for your convenience only, and does not constitute an endorsement. We accept no legal responsibility for content or information of such third party sites.

10. Arbitration Agreement & Waiver of Certain Rights, Including Class Actions

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE

RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA (AMERICAN ARBITRATION ASSOCIATION) RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR SUPERRARE LABS WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

You Agree to Waive a Jury Trial

YOU AGREE TO RESOLVE ANY DISPUTES BETWEEN US THROUGH BINDING AND FINAL ARBITRATION INSTEAD OF THROUGH COURT PROCEEDINGS. YOU WAIVE YOUR RIGHT TO ANY JURY TRIAL OF ANY CLAIM. All controversies, claims, counterclaims, or other disputes arising between you and MetEast or its developers or contributors, relating to these Terms, our Site, MetEast Item, or any Orders shall be submitted for binding arbitration under the Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. The arbitrator' s decision will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other

documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities, regulatory authorities, or other governmental agencies.

Arbitration Costs

You will pay as much of the administrative costs and arbitrator fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

Class Action Waiver

YOU MAY NOT ACT AS A CLASS REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL, NOR PARTICIPATE AS A CLASS MEMBER OF ANY CLASS CLAIMANTS WITH RESPECT TO ANY CLAIM. CLAIMS MAY NOT BE ARBITRATED ON A CLASS OR REPRESENTATIVE BASIS. You may only bring individual claims, and the arbitrator may only decide individual claims. The arbitrator may not consolidate or join the claims of other

persons or parties who may be similarly situated.