

A. PRIVACY POLICY

Privacy Policy

Last Updated: June 2022

Please read this privacy policy carefully as it contains important information about METAOWN Forever Inc., and how and why we collect, store, use, and share your personal information. It also explains your rights in relation to your personal information and how to contact us or supervisory authorities if you have a complaint.

This privacy policy incorporates by this reference our Terms of Service and any updates and new rules, new policies, and new codes of conduct. Except as otherwise indicated, any reference to the “privacy policy” shall include the Terms of Service.

We collect, use and are responsible for certain personal information about you. When we do so we are subject to various laws in the United States and the General Data Protection Regulation which applies across the European Union (including in the United Kingdom), and we are responsible as “controller” of that personal information for the purposes of those laws.

By creating an account, providing information to us (by any means, whether in correspondence, via our websites, or otherwise), signing this privacy policy, or continuing to use our products or services, you acknowledge that you have read, understood, and agree to be bound by this privacy policy. You “sign” and accept this privacy policy by checking “I agree” on the account creation screen.

This privacy policy may change from time to time and your continued use of our products or services constitutes your acceptance of those changes. We encourage you to review this privacy policy periodically.

If you do not agree with this privacy policy or our practices, you may not use our products or services.

IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN THIS PRIVACY POLICY AND THE TERMS OF SERVICE, THE FOLLOWING ORDER OF PRECEDENCE SHALL CONTROL: (A) THE TERMS OF SERVICE; AND (B) THE PRIVACY POLICY.

1. Personal Information We Collect About You.

We may collect and use the following personal information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household:

Identifiers

- Email address
- Phone number
- DOB
- First & last name
- Billing address
- Shipping address
- Country of residence
- Display name

Internet activity

- IP address
- Referring websites
- Device fingerprint

2. How Your Personal Information is Collected.

- From publicly accessible sources (e.g., property records)
- Directly from a third party (e.g., sanctions screening providers, credit reporting agencies, or customer due diligence providers)
- From a third party with your consent (e.g., your bank)
- From you, in person
- From cookies and other website technology

3. How and Why We Use Your Personal Information.

Under data protection law, we can only use your personal information if we have a proper reason for doing so, for example:

- To comply with our legal and regulatory obligations;
- For the performance of our contract with you or to take steps at your request before entering into a contract;
- For our legitimate interests or those of a third party; or
- Where you have given consent.

A legitimate interest is when we have a business or commercial reason to use your information, so long as this is not overridden by your own rights and interests.

The paragraphs below explain what we use (process) your personal information for and our reasons for doing so:

Use: To provide NFTs or other products or services to you

Reason: For the performance of our contract with you or to take steps at your request before entering into a contract

Use: To prevent and detect fraud against you or METAOWN Forever

Reason: For our legitimate interests or those of a third party, i.e. to minimize fraud that could be damaging for us and for you

Uses: Conducting checks to identify our customers and verify their identity; Screening for financial and other sanctions or embargoes; Other processing necessary to comply with professional, legal and regulatory obligations that apply to our business, e.g. under health and safety regulation or rules issued by our professional regulator

Reason: To comply with our legal and regulatory obligations

Use: Gathering and providing information required by or relating to audits, inquiries, or investigations by regulatory bodies

Reason: To comply with our legal and regulatory obligations

Use: Ensuring business policies are adhered to, e.g. policies covering security and internet use

Reason: For our legitimate interests or those of a third party, i.e. to make sure we are following our own internal procedures so we can deliver the best products and services to you

Use: Operational reasons, such as improving efficiency, training, and quality control

Reason: For our legitimate interests or those of a third party, i.e. to be as efficient as we can so we can deliver the best service for you at the best price

Use: Ensuring the confidentiality of commercially sensitive information

Reason: For our legitimate interests or those of a third party, i.e. to protect trade secrets and other commercially valuable information

To comply with our legal and regulatory obligations

Use: Statistical analysis to help us manage our business, e.g. in relation to our financial performance, customer base, product range, or other efficiency measures

Reason: For our legitimate interests or those of a third party, i.e. to be as efficient as we can so we can deliver the best products and services for you at the best price

Use: Preventing unauthorized access and modifications to systems

Reasons: For our legitimate interests or those of a third party, i.e. to prevent and detect criminal activity that could be damaging for us and for you; To comply with our legal and regulatory obligations

Use: Updating and enhancing customer records

Reasons: For the performance of our contract with you or to take steps at your request before entering into a contract; To comply with our legal and regulatory obligations; For our legitimate interests or those of a third party, e.g. making sure that we can keep in touch with our customers about existing orders and new products and services

Use: Statutory returns

Reason: To comply with our legal and regulatory obligations

Use: Ensuring safe working practices, staff administration, and assessments

Reasons: To comply with our legal and regulatory obligations; For our legitimate interests or those of a third party, e.g. to make sure we are following our own internal procedures and working efficiently so we can deliver the best products and services to you

Use: Marketing our services and those of selected third parties to:

- existing and former customers;
- third parties who have previously expressed an interest in our services;
- third parties with whom we have had no previous dealings.

Reasons: For our legitimate interests or those of a third party, licensors and their agents, i.e. to promote our or their business to existing and former customers

Use: External audits and quality checks

Reasons: For our legitimate interests or those of a third party, i.e. to maintain our accreditations so we can demonstrate we operate at the highest standards; To comply with our legal and regulatory obligations

4. Promotional Communications.

We may use your personal information to send you updates (by email, text message, telephone, via our website) about our products and services, including exclusive offers, promotions or new products and services.

We have a legitimate interest in processing your personal information for promotional purposes (see above “How and why we use your personal information”). This means we do not usually need your consent to send you promotional communications. However, where consent is needed, we will ask for this consent separately and clearly.

We do not sell your personal information to other organizations for marketing purposes.

You have the right to opt out of receiving promotional communications at any time by:

- Contacting us as described in the “How to Contact Us” section below; or
- Using the “unsubscribe” link in emails.

We may ask you to confirm or update your marketing preferences if you instruct us to provide further products or services in the future, or if there are changes in the law, regulation, or the structure of our business.

5. Who We Share Your Personal Information With.

We routinely share personal information with:

- Our affiliates, including companies within METAOWN Forever’s group;
- Service providers we use to help deliver our products and/or services to you, such as payment service providers and other third party companies;
- Other third parties we use to help us run our business, such as marketing agencies or website hosts;
- Our licensors and their agents;
- Other third parties whose websites you visit through our website; and
- Third parties approved by you, including social media sites you choose to link your account to or third-party payment providers.

We only allow our service providers to handle your personal information if we are satisfied they take appropriate measures to protect your personal information. We also impose contractual obligations on service providers relating to ensure they can only use your personal information to provide services to us and to you. We may disclose and exchange information with law enforcement agencies and regulatory bodies to comply with our legal and regulatory obligations.

We may also need to share some personal information with other parties, such as potential buyers of some or all of our business or during a restructuring. We will typically anonymize information, but this may not always be possible. The recipient of the information will be bound by confidentiality obligations.

6. How Long Your Personal Information Will Be Kept.

We will keep your personal information while you have an account with us or while we are providing products and/or services to you. Thereafter, we will keep your personal information for as long as is necessary:

- To respond to any questions, complaints or claims made by you or on your behalf;
- To show that we treated you fairly; or
- To keep records required by law.

We will not retain your personal information for longer than necessary for the purposes set out in this policy. Different retention periods apply for different types of personal information.

7. Your Rights Under the GDPR.

Right to Access

The right to be provided with a copy of your personal information (the right of access)

Right to Rectification

The right to require us to correct any mistakes in your personal information

Right to be Forgotten

The right to require us to delete your personal information—in certain situations

Right to Restriction of Processing

The right to require us to restrict processing of your personal information—in certain circumstances, e.g. if you contest the accuracy of the data

Right to Data Portability

The right to receive the personal information you provided to us, in a structured, commonly used and machine-readable format and/or transmit that data to a third party—in certain situations

Right to Object

The right to object:

- at any time to your personal information being processed for direct marketing (including profiling);
- in certain other situations to our continued processing of your personal information, e.g. processing carried out for the purpose of our legitimate interests.

Right Not to be Subject to Automated Individual Decision-Making

The right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you

For further information on each of those rights, including the circumstances in which they apply, see the guidance from the UK Information Commissioner's Office (ICO) on individual rights under the General Data Protection Regulation.

8. Your Rights Under the CCPA.

You have the right under the California Consumer Privacy Act of 2018 (CCPA) and certain other privacy and data protection laws, as applicable, to exercise free of charge:

Disclosure of Personal Information We Collect About You

You have the right to know:

- The categories of personal information we have collected about you;
- The categories of sources from which the personal information is collected;
- Our business or commercial purpose for collecting or selling personal information;
- The categories of third parties with whom we share personal information, if any; and
- The specific pieces of personal information we have collected about you.
- Please note that we are not required to:
 - Retain any personal information about you that was collected for a single one-time transaction if, in the ordinary course of business, that information about you is not retained;
 - Reidentify or otherwise link any data that, in the ordinary course of business, is not maintained in a manner that would be considered personal information; or
 - Provide the personal information to you more than twice in a 12-month period.

Personal Information Sold or Used for a Business Purpose

In connection with any personal information we may sell or disclose to a third party for a business purpose, you have the right to know:

The categories of personal information about you that we sold and the categories of third parties to whom the personal information was sold; and

The categories of personal information that we disclosed about you for a business purpose.

You have the right under the California Consumer Privacy Act of 2018 (CCPA) and certain other privacy and data protection laws, as applicable, to opt-out of the sale or disclosure of your personal information. If you exercise your

right to opt-out of the sale or disclosure of your personal information, we will refrain from selling your personal information, unless you subsequently provide express authorization for the sale of your personal information. To opt-out of the sale or disclosure of your personal information, contact us at privacy@METAOWNforever.com with the subject line "Opting-Out."

Right to Deletion

Subject to certain exceptions set out below, on receipt of a verifiable request from you, we will:

Delete your personal information from our records; and

Direct any service providers to delete your personal information from their records.

Please note that we may not delete your personal information if it is necessary to:

Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;

Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;

Debug to identify and repair errors that impair existing intended functionality;

Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;

Comply with the California Electronic Communications Privacy Act;

Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;

Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us;

Comply with an existing legal obligation; or

Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

Protection Against Discrimination

You have the right to not be discriminated against by us because you exercised any of your rights under the CCPA. This means we cannot, among other things:

- Deny goods or services to you;
- Charge different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties;
- Provide a different level or quality of goods or services to you; or
- Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services.

Please note that we may charge a different price or rate or provide a different level or quality of goods and/or services to you, if that difference is reasonably related to the value provided to our business by your personal information.

9. Keeping Your Personal Information Secure.

We have appropriate security measures in place to prevent personal information from being accidentally lost or used or accessed in an unauthorized way. We limit access to your personal information to those who have a genuine business need to access it. Those processing your information will do so only in an authorized manner and are subject to a duty of confidentiality. We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

10. How to Exercise Your Rights.

If you would like to exercise any of your rights as described in this Privacy Policy, please email us at help@metaown.me

11. How to File a GDPR Complaint.

We hope that we can resolve any query or concern you raise about our use of your information.

The General Data Protection Regulation also gives you the right to lodge a complaint with a supervisory authority, in the European Union (or European Economic Area) state where you work, normally live, or where any alleged infringement of data protection laws occurred.

12. Children.

We are committed to protecting the privacy of children. Our products and services are not intended for use by children under the age of 18. We do not knowingly collect personal information from children under the age of 18. If you are under 18 do not use our products or services or provide any information about yourself including, without limitation, your name, address, email address or any screen name or user name you may use. If we learn that we have collected or received personal information from a child under 18 without verification of parental consent, we will delete that information. If you believe that we may have any information from or about a child under 18, please contact us as provided in Section 18 below. Please visit the FTC's website at www.ftc.gov for tips on protecting children's privacy online.

13. How to Contact Us.

You may contact METAOWN at (METAOWN may update its contact information in accordance with the terms for modification of this Agreement):

Metaown Holdings LLC.

3621 Lorimer Ln

Encino, CA 92024

Email: help@metaown.me

B. TERMS OF USE

Terms of Service

Last Updated: July 2022

THESE TERMS OF SERVICE CONTAIN AN ARBITRATION PROVISION, SECTION 26, BELOW.

1. Parties; Effective Date.

These "Terms of Service" ("Agreement" or "Terms") are between METAOWN Forever Inc., a corporation organized under the laws of the State of Delaware with offices at 1209 Orange Street, Wilmington, Delaware 19801 USA ("METAOWN") and the person accepting these Terms ("User" or "You"). It is effective on the date You "Accept" these Terms electronically.

2. Purpose of Agreement; Site.

METAOWN provides fans of art, film, stories, designs, characters, sports, brands, entertainment, games, and culture (collectively, “Content”) an opportunity to buy, collect, trade, gift, and re-sell non-fungible tokens (“NFTs” or “Tokens,” described below). These Tokens connect to media files, including audio, video, and images, that contain Content, or that enable the purchaser to participate in certain opportunities through Passes (described in Section 10, below). In some cases, Users may access products offered by METAOWN through various web sites and platforms owned or controlled by METAOWN (such as METAOWNforever.com and nftu.com), or managed by METAOWN for licensors of METAOWN’s NFTs (collectively, “Sites”). These Terms apply to all NFTs sold by METAOWN through any of its Sites, and also apply to other activities taking place on the Sites, such as the purchase of digital goods, purchase of passes; online games, contests, giveaways, promotions, rewards, challenges, sweepstakes, forums, events, and visits to the metaverse; engaging with cryptocurrency, and other services offered by METAOWN now and in the future (collectively, “Services”). To receive some Services, Users may be required to review and agree to additional terms of use, and Codes of Conduct.

3. Token.

A “Token” is a digital identifier, typically a long string of numbers, letters, and characters sometimes referred to as a “hash”, that enables the owner of the Token to view, hear, or otherwise access specific Content associated with that identifier. The Token has technical attributes that enable uniqueness, security, authenticity, ownership, tracking, access, and association with contract terms issued by METAOWN (“Smart Contract”). A Token does not contain a copy of Content. A Token digitally directs to Content residing in a secure computer network.

4. User Account.

To receive Services through a Site, User must create an account with METAOWN. By creating an account, each User represents and warrants to METAOWN the following: (a) User is an individual who is at least eighteen (18) years of age; (b) all information provided in connection with their account is correct and complete; (c) User shall update information in their account so that information is always correct and complete; (d) their transactions involving Tokens will always take place either on a METAOWN Site or via a digital ledger where records of the transaction are public, such as blockchain; (e) User shall not provide their account credentials (logins, passwords, or other means of access or authentication) to third parties; (f) only User shall conduct activity through User’s account; (g) User shall notify METAOWN immediately of any suspected breach of security or unauthorized use of the account; (h) User shall not conduct any activity at a Site, or in connection with the Tokens purchased from METAOWN, that violates any applicable Law (defined below); (i) User shall not transfer or assign their account; (j) User is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, or that is listed on any U.S. Government list of prohibited or restricted parties, and shall not re-sell, gift, or otherwise transfer a Token to such a person.

For purposes of verification, fraud prevention, compliance with law and with these Terms of Service, and Site security, METAOWN or its contractors (each, a “Data Contractor”) will collect information about persons seeking to establish accounts and/or otherwise purchase Tokens or use the Site (“Submitted Data”). Such Submitted Data may be analyzed via machine learning, artificial intelligence, and analyses based upon various databases intended to assist in verification and compliance. Data Contractor will provide the results of that analysis to METAOWN (“Provided Data”). Submitted Data and Provided Data are referred to collectively as “Customer Data” for purposes of this Section. User hereby grants METAOWN a broad license to use Customer Data in connection with its business, and to authorize Data Contractor the right to use Customer Data;

without limitation: the right to copy, transmit, use, host, perform, display, and create derivative works; to combine with other data; and to operate, analyze, improve, and promote the services of METAOWN and/or the Data Contractor; to evaluate and assess compliance by User with applicable law. This license is worldwide, irrevocable, perpetual, royalty-free, paid up, sublicensable and transferable, for all media now known or later developed. User hereby waives and claim against METAOWN or Data Contractor for use of Customer Data as set forth above.

5. Privacy.

Account information provided by User, and data about User generated in connection with this Agreement and User activities at the Site containing personally identifiable information, are subject to METAOWN's privacy policy located [here](#). The privacy policy is hereby incorporated and made a part of this Agreement.

6. Purchase of Tokens.

After User completes the process for purchasing access to specific Content, METAOWN will "mint" the Token. Minting means that METAOWN generates the link in the Token, attaches the Smart Contract, associates that Token with User, and provides User with the minted Token. Regardless of the price paid for any Token, User acknowledges that neither METAOWN nor its Licensors make any promise that a Token has a specific value, or will have any specific value, or will have any inherent value.

7. User Rights in Tokens.

In accordance with all terms of this Agreement, METAOWN grants the purchaser of a Token the right to: (a) view Content associated with the Token; (b) share the link associated with the Token to enable third parties to view the Content; (c) gift, re-sell, or otherwise transfer ownership of the Token to any third party lawfully entitled to acquire it; (d) use another third party public blockchain as a ledger for ownership of a particular Token. The rights granted above are in perpetuity and subject to all provisions of this Agreement. User's rights are limited to those expressly granted, and no rights shall be implied. At the time of purchase of the Token, the Content resides on the Site. If User wishes that a different third party host the Content, User is responsible for ensuring that the terms of service of such new host meets the needs of User and complies with the terms of this Agreement. Upon transfer of the Token by User, METAOWN has no further liability to User for hosting the Content that is identified by the Token. Persons who purchase from User Tokens minted by METAOWN, including their downstream purchasers, are entitled to the rights set forth in this Section and are subject to all terms of this Agreement. Upon User's transfer of title to a Token, all licenses granted to User with respect to such Token shall terminate.

8. Ownership of Rights in Content.

The Content remains the sole and exclusive property of METAOWN or its Licensors (defined below). These retained rights include intellectual property and intangible rights, such as trademark, character rights, copyright, neighboring rights, graphic design, industrial design, rights of personality, rights of publicity, rights of privacy, and the digital file constituting a copy of the Content. The purchaser of a Token acquires no ownership of the Content with which that Token is associated. User shall not alter, seek to avoid, or interfere with the technology embodying or linking to the Smart Contract associated with a Token.

9. Limited Right to Commercialize Token; Contract Rights of Licensors.

In most cases, the Token links to Content that contains the intellectual property rights of a third parties who have licensed such Content to METAOWN ("Licensors"). Other than the right to sell the Token, User may not make any commercial use of the Content associated with a Token. This prohibition is intended to be interpreted broadly. User may not use the Content to suggest any affiliation, sponsorship, approval, endorsement, or other relationship between User and the subject matter of the Content or the owner/Licensor of the intellectual property rights in the Content. User shall not create any products, provide services, adopt as a social media handle, use as the name of a social media account, use as a trademark or trade name, or otherwise use or exploit any intellectual property associated with Content. User shall not display the Content in a context that may embarrass, or bring into disrepute, or enmesh in controversy, the Content or the owner of the intellectual property rights in the Content (by way of example, displaying the Content in connect with personal attacks, harassment, discrimination, pornography, cruelty, sex, guns, alcohol, hate speech, or politics). Some Licensors require, as a condition of User's purchase of a Token that directs to Content licensed to METAOWN by Licensor, that User also accept Licensor's terms of service, or license agreement, or other contract terms in addition to these Terms ("Licensor Terms"). Licensor Terms are set by Licensor, are a contract between Licensor and User, and are enforceable by the Licensor. With respect to Tokens purchased from METAOWN that relate to Content licensed to METAOWN by a Licensor, in the event of any conflict between these Terms and Licensor Terms, the provisions of Licensor Terms shall control.

10. Revenue Sharing Upon Resale of Token and Passes.

1. *Resale of Tokens Other Than Passes.* Other than the initial sale of a Token to User by METAOWN, each subsequent sale of a Token originally minted by METAOWN generates revenue that is shared between METAOWN and the then-current owner of the Token ("Seller") as follows: Ninety percent (90%) of Gross Sales Price paid by the buyer to User/Seller and ten percent (10%) of Gross Sales Price to METAOWN. Gross Sales Price means the price paid by the buyer to Seller prior to any reduction for third party fees associated with the sale, such as transaction fees, processing fees, credit card fees, conversion fees, and platform fees (collectively, "Fees"). Seller shall be solely responsible for payment of all Fees. This revenue sharing obligation is part of the Smart Contract associated with the Token at the time of original purchase by User. It applies to all sales of a Token, in perpetuity. User hereby authorizes METAOWN to process purchases of Tokens using the credit card and other information provided by User. All sales are in U.S. dollars through credit cards issued by financial institutions approved by METAOWN or such other currency as set forth in the point of purchase.
2. *Revenue Sharing Upon Resale of Passes.* For a limited time, METAOWN will sell "Passes." Passes are Tokens representing digital tickets to events and opportunities sponsored by METAOWN. By way of example, a Pass may represent access to an early drop of new NFTs, a special collection, limited edition products, or exclusive offerings; a Pass may represent membership in a unique group, or the right to attend an event in the Metaverse, or any other opportunity created by METAOWN and symbolized by the Pass. As with Tokens that represent branded Content, Passes are NFTs comprised of a Token, a Smart Contract, and the unique opportunity that is the subject of the specific Pass.

Purchasers of Passes are allowed to resell them in the same way as they may resell Tokens that represent branded Content. Other than the original sale of a Pass minted by METAOWN, each subsequent sale of a Pass generates revenue that is shared as follows: ninety-five percent (95%) of the Gross Sales Price paid by the buyer becomes the property of the User/Seller, and five percent (5%) of the Gross Sales Price becomes the property of METAOWN. METAOWN, and not the User/Seller, is solely responsible for payment of third party fees associated with the sale, such as transaction fees, processing fees, credit card fees, conversion fees, community initiatives, and platform fees. These community initiatives will be communicated by METAOWN on its platform, via social media, through its Discord channel, and other channels designed to reach its community.

This revenue sharing obligation is part of the Smart Contract associated with the Pass at the time of original purchase by User. It applies to all sales of a Pass, in perpetuity. User hereby authorizes METAOWN to process purchases of Passes using the credit card and other information provided by User. All sales are in U.S. dollars through credit cards issued by financial institutions approved by METAOWN or such other currency as set forth in the point of purchase.

11. Data.

METAOWN owns all data generated through use of the Site and the purchase of Tokens and other Services that relate to METAOWN product offerings ("Data"). METAOWN may use Data (a) to process transactions at the Site and in connection with this Agreement and to otherwise implement this Agreement; (b) investigate and verify proper conduct at the Site and to monitor the security and integrity of the Site; (c) as required by law and/or in response to service of legal process, such as a court order, summons, subpoena, and the like; (d) to enhance the User experience at the Site, to understand how the Site is used, to communicate with its Users about METAOWN and the Site, and to analyze, develop, and promote its business; (e) to communicate with User about the Token, the Site, and this Agreement. The authorization set forth in this section is irrevocable, royalty-free, worldwide, and transferable.

12. LIMITED AND AS-IS WARRANTY; Exclusive Remedy.

METAOWN represents and warrants that it has the right to sell the Tokens offered through the Site in accordance with all terms of this Agreement, and that the Tokens sold to User shall conform to their written descriptions. User has ten (10) days after purchase of a Token to review the Token and ensure compliance with its applicable description. If User determines that a Token fails to conform, it shall notify METAOWN in writing promptly, but in no event after such ten-day time period, after which the sale of the Token is irrevocable. In the event of a nonconforming Token, METAOWN shall repair or replace the Token with a conforming Token or, in its discretion, refund the purchase price of the Token. The foregoing is the sole and exclusive remedy available to User in the event of its purchase of nonconforming Tokens. Otherwise, METAOWN provides, and User accepts the Site and the Tokens "AS IS," WITH NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. By way of example, METAOWN does not represent or warrant that the Content will be accessible on sites not hosted by METAOWN.

13. Limitation of Liability for Damages.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL METAOWN BE LIABLE TO USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, BUSINESS INTERRUPTION LOSSES, OR LOSS OF DATA, RESULTING FROM THIS AGREEMENT, ACTIVITY AT THE SITE, OR ACTIONS BY THIRD PARTIES, REGARDLESS OF THE THEORY OF LIABILITY, INCLUDING EXPRESS CONTRACT, IMPLIED CONTRACT, NEGLIGENCE, WARRANTY, OR MISREPRESENTATION, AND WHETHER OR NOT METAOWN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DIRECT DAMAGES ARE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE PAID BY USER TO METAOWN FOR THE TOKEN THAT IS THE SUBJECT OF ANY USER CLAIM. As used in this section, "METAOWN" includes METAOWN and its Licensors, and their officers, directors, members, employees, contractors, agents, affiliates, related business entities, successors, and assigns.

14. Integrity of the Site.

Integrity of the Site. User shall not take any action to interfere with the operation of the Site, attempt to copy its underlying technology, upload other computer programs or files, or copy Content. User agrees not to use any automated software (crawlers, robots, bots, spiders, extractors, etc.) at the Site except as expressly set forth below. User agrees not to circumvent, disable, or otherwise interfere with security-related features or digital rights management functions at the Site or in connection with the Token; or hack, reverse engineer, or disable any technology at the Site or relating to the Token.

Prohibited Conduct. User shall not take any action to interfere with the operation of the Site, attempt to copy its underlying technology, upload other computer programs or files, or copy Content. User agrees not to circumvent, disable, or otherwise interfere with security-related features or digital rights management functions at the Site or in connection with the Token; or hack, reverse engineer, or disable any technology at the Site or relating to the Token. Notwithstanding certain limited uses of automated software, below, User shall not use automated software to (a) install any software at the Site, including malware and any other type of software identified in the software community or by METAOWN as malicious, nefarious, harmful, or unauthorized; (b) alter the functionality at the Site; (c) spam or otherwise send unsolicited messages; (d) engage in any attacks at the Site, the Tokens, the NFTs, or any METAOWN technology, including DDOS attacks; (f) take over the Site or any function at the Site; (g) circumvent any limitations, rules, requirements, and/or restrictions at the Site (by way of example, transaction limits, account limits, geographic restrictions, age restrictions; (h) access, collect, disseminate, disclose, or use personal information of others; (i) interfere with the use of the Site by Users; (l) interfere with accounts of Users; (j) harm Users, METAOWN, or its licensors and strategic partners; and/or (k) exercise any of the "limited authorized use of automated software" below in a manner that would violate any prohibition, above. To be clear, it is not possible to list all unauthorized uses of automated software, or all prohibited conduct. Users shall use the Site only with the highest standards of ethical conduct. In no case shall User copy, adapt, distribute, sell, or post images, video, or audio owned by third parties and licensed to METAOWN in connection with NFTs.

Limited Authorized Use of Automated Software. Except as set forth in this paragraph below, User agrees not to use any software application that automates tasks intended to emulate lawful and authorized conduct at Sites owned or operated by METAOWN ("Automated Software"). METAOWN authorizes Users to use Automated Software for the following tasks already authorized by METAOWN at the Site: (a) create alerts for User; (b) access data that is published by METAOWN at the Site; (c) make purchases; (d) make listings; and (e) participate in gameplay. METAOWN

authorize these limited uses solely at the URLs identified by METAOWN with the notice “powered by METAOWN” in the top right footer of the web page and in the footer.

Changes to Prohibited Conduct and Authorized Conduct. METAOWN may unilaterally amend the terms of this Section at any time and for any reason, and may do so by, for example, amending these Terms of Service, disabling the Automated Software, changing its application programming interface, and/or by posting restrictions and authorized uses at any of the URLs.

15. Site Accessibility.

METAOWN may use third parties for services relating to the technology used to receive, store, and transmit data (such as server operations, hosting, maintenance, support, upgrading, and repair). Servers relating to the functioning of the Site may occasionally be inaccessible due to repair, maintenance, upgrades, power sources, and other factors. Information transmitted by Users may be sent over an unsecured connection to an email service provider. If You have technical problems with any Site or with access to the Token, or other issues regarding user experience, please contact METAOWN at support+accessibility@METAOWNforever.com.

16. Suspension of Services.

METAOWN may suspend or terminate User access to the Site, access to Content, use of Tokens, and/or access to Service, in any of the following circumstances: (a) response to legal process, (b) investigation of conduct that is inconsistent with User obligations under this Agreement, (c) new Laws relating to NFTs, (d) termination of rights by METAOWN Licensors that affect rights previously granted, and (e) conduct of User that is alleged to be a violation of Law. METAOWN shall notify User in the event of such suspension/termination and shall provide information regarding resumption of access, when applicable. User agrees that its damages against METAOWN and/or its Licensors in the event of wrongful suspension or termination of access to Content/Token is limited to the purchase price of the Token that is the subject of such suspension/termination or Two Hundred Dollars (U.S. \$200.00), whichever is less.

17. User Responsibility.

User acknowledges that its account with METAOWN and its access to the Content and Tokens is based upon the truth of the promises, statements, and representations made in this Agreement. User is solely responsible for any costs, expenses, and damages arising from breaches of this Agreement or third party assertions inconsistent with User promises, statements, representations, and warranties. This obligation survives termination of this Agreement. User agrees to use its best efforts to assist METAOWN in the investigation and resolution of any third party claim or assertion inconsistent with User's obligations under this Agreement, at no charge and promptly upon receipt of notice from METAOWN of such claim or assertion.

18. Third Party Wallet.

METAOWN may engage third parties (such as Circle Internet Financial, Inc.) (“Circle”) to provide Users with financial payment capabilities using both traditional and digital currencies (“Wallet Services”).

- a. User may apply for their personal Wallet Services account with Circle through any of the Sites owned or managed by METAOWN ("Wallet Services Account") and must accept and comply with Circle's terms of service, available [here](#). User may, through User's account on a Site, load traditional or digital currency to check a current balance at, or withdraw traditional or digital currency from User's Wallet Services Account. METAOWN may share User's Data with Circle or request User's Data from Circle to enable User's use of Wallet Services on a Site. All fees related to User's use of Wallet Services and a Wallet Services Account, such as ACH transfer fees or credit card processing fees, are the responsibility of User.
- b. All Wallet Services are provided by Circle and all transactions involving Wallet Services are between User and Circle. User alone has control of and responsibility for transactions related to the Wallet Services. METAOWN does not provide either Wallet Services or the Wallet Services Account. METAOWN does not handle payment capabilities, including payment processing, the holding or withdrawal of traditional or digital currencies, refunds, or returns. METAOWN makes no representations as to Circle's fulfillment of services related to the Wallet Services Account, including completing purchases or sales on a Site using Wallet Services. METAOWN has no liability to User for Wallet Services.

19. Regulatory Status.

METAOWN is not a bank. It is not a money services business, is not registered as such with the U.S. Department of the Treasury Financial Crimes Enforcement Network ("FinCEN") or Financial Transactions and Reports Analysis Centre of Canada ("FINTRAC"), and is not registered as a money transmitter under any state law. NFTs hosted on a Site are not insured by the Federal Deposit Insurance Corporation of the United States.

20. The Site and Performance of Agreement.

This Agreement is entered into, performed in, and based in Wilmington, Delaware USA. Neither the Site nor this Agreement gives rise to personal jurisdiction over METAOWN, either specific or general, in jurisdictions other than Delaware. This Agreement shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. Without limitation, neither the conduct of METAOWN nor Users in connection with this Agreement, nor the terms of this Agreement, are affected by Laws outside of the State of Delaware or the federal laws of the United States of America.

21. Notices; Electronic Communications.

METAOWN may provide User with notices, including those regarding changes to this Agreement, by email using the information provided by User in its account, or by postings to the Site. Notice is deemed given upon the earlier of (a) actual receipt, (b) twenty-four (24) hours after an email is sent, or (c) ten (10) calendar days after a notice is posted to the Site. User stipulates to electronic communications as the sole method of notice and communications, including service of legal process. During the term of this Agreement it is possible that the purchase, sale, use, and transfer

of ownership of Tokens may become subject to one or more Laws not in effect as of the Effective Date, or a change in the ownership of intellectual property rights of METAOWN's Licensors relevant to Tokens. Such new Laws, if any, or change of ownership, may fundamentally alter the power of METAOWN to grant the rights above or the exercise of such rights by User. In such case, METAOWN shall update its terms of service and notify User electronically of any amendment to this Agreement.

You may contact METAOWN at (METAOWN may update its contact information in accordance with the terms for modification of this Agreement):

METAOWN Forever Inc.

1209 Orange Street

Wilmington, Delaware 19801 USA

Email: support+notices@METAOWNforever.com

22. SMS/Text Messages.

By providing Your mobile/cellular phone number to METAOWN, whether at sign-up or when updating Your contact information, You agree to receive text (SMS) messages from METAOWN. METAOWN will send text messages related to authorization of access to Your account and to promotions related to the Site. Message frequency will vary. Consent to receive promotional text messages is not a condition of access to METAOWN's services. Your wireless carrier's standard messaging rates apply to all text messages received and sent, including any downloading of content. All charges are billed by and payable to Your wireless carrier.

a. You represent that You are the owner or authorized user of the phone number You provide to METAOWN and the wireless device You use to subscribe to METAOWN's services. You represent that the information You provide is accurate and complete. You represent that You are authorized to approve the applicable charges.

b. Data obtained from You in connection with this SMS service may include Your mobile phone number, Your carrier's name, and the date, time, and content of Your messages and other information that You may provide. We may use this information to contact You and to provide the services You request from us, and to otherwise operate, develop, and improve METAOWN's services. Your wireless carrier and other service providers may also collect data from Your SMS usage, and their practices are governed by their own policies. We may disclose information in compliance with legal process, investigations, or governmental request; to avoid liability, to protect our rights, the rights of our Users, or the intellectual property rights of our licensors.

c. METAOWN is not liable for any delays or failures in Your receipt of any messages, as delivery is subject to effective transmission from Your network operator and processing by Your mobile device. METAOWN provides text message services on an AS IS, AS AVAILABLE basis. METAOWN reserves the right to alter the terms applicable to text messages from time to time. METAOWN may suspend or terminate the text message service if it believes You are in breach of the terms and conditions. The text message service is also subject to termination in the event Your wireless service terminates or lapses. METAOWN may discontinue this service at any time.

d. You can view METAOWN's privacy policy [here](#).

23. Shortened Statute of Limitations.

Any claim under this Agreement Token must be brought within one (1) year of the purchase of the Token that is the subject of such claim; all other claims must be brought no later than two (2) years after on the date User knew or should have known about the facts giving rise to the claim.

24. Entire Agreement.

This Agreement incorporates by reference all terms appearing at the links identified in this Agreement. The Agreement may be updated and modified by METAOWN from time to time. Those modifications are incorporated as part of the Agreement. User will be notified of significant modifications when it accesses its account or the Site. If User does not accept the modifications to the Agreement, its sole remedy is to conclude its use of the Site. Provisions which, by their nature, are intended to survive termination shall continue, by way of example, exclusive remedy, shortened statute of limitation, indemnification, and limitation of liability for damages. As used in this Agreement, "Law" means applicable federal, state, and local statutes, regulations, ordinances, executive orders, and civil laws applicable to this Agreement and the conduct of each party.

25. Links to Third Parties.

At sites and platforms owned or under the control of METAOWN, Users may be offered the opportunity to purchase goods and/or services from third parties (by way of example, physical goods offered by a manufacturer other than METAOWN) and to engage in activities at those other links and on those other platforms. METAOWN is not responsible for the terms of use of such other site, or the goods/services purchased from third parties, or the User experience at such sites.

26. Dispute Resolution.

The parties shall attempt to resolve any disputes through good faith business negotiations or facilitative mediation in Wilmington, Delaware. The parties may agree to participate electronically through a platform by which all parties and the mediator can be seen and heard (such as Zoom). All disputes or claims arising out of or relating to this Agreement (including the breach thereof) shall be settled by arbitration, to be conducted by a single arbitrator in Wilmington, Delaware and in accordance with the then effective commercial rules of the American Arbitration Association or JAMS or similar professional dispute resolution provider; provided that the arbitrator shall not have authority to issue injunctions against METAOWN or its licensors. The costs of the arbitration and the reasonable attorneys' fees of the prevailing party shall be included in any award rendered by the arbitrator. Judgment upon the award may be entered in any court having jurisdiction thereof. Other legal proceedings, if any, shall be initiated and maintained only in the United States District Court for the District of Delaware. The parties expressly submit to the exclusive personal jurisdiction and venue of these courts and waive any objection on the grounds of personal jurisdiction, venue, or *forum non conveniens*.

27. Force Majeure.

It shall not be a material breach of this Agreement, and neither party shall be liable to the other, if prevented from performing its duties or responsibilities under this Agreement by reason of any fire or other casualty, acts of God, earthquake, floods, explosions, interrupted power supply, sabotage, war, riots, acts of terrorism; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market; strikes, court orders, laws, regulations, or orders of government or military authorities; pandemic; or any other cause not within the control of such party whose performance is delayed.

28. Additional General Terms.

No waiver by METAOWN shall be implied. A waiver must be in writing and signed by an officer of METAOWN. If any portion of this Agreement is found to be unenforceable, such portion will be modified to reflect the parties' intent set forth in such portion and only to the extent necessary to make it enforceable. The remaining provisions of this Agreement will remain in full force and effect. METAOWN may assign, subcontract, delegate, and transfer its rights and obligations under this Agreement to a third party. User represents they have the legal power to enter into this Agreement. These Terms are binding upon the heirs, personal representatives, successors, and assigns of User.

ACCEPTANCE OF TERMS: User accepts these terms by clicking "I AGREE" (below), by opening an account, or by any other means specified by METAOWN to which User assents.