

# TERMS AND CONDITIONS

01 March 2022

Millennium International Research Ltd. (“Millennium,” “Company,” “us,” “our,” and “we”) is the party holding the MetroGalaxy available for your use.

Please read these Terms and Conditions (the “Terms”) carefully before using the site at <https://metrogalaxy.io/>, the application software, the smart contract (the “MetroGalaxy”), as these Terms govern your use of MetroGalaxy. By accessing or using MetroGalaxy, you are confirming that you understand and agree to be bound by all these Terms and all policies of MetroGalaxy on behalf of yourself and any entity you represent and warrant that you have the right and authority to do so. If you do not agree and/or accept all these Terms, then you are expressly prohibited from using MetroGalaxy and you must discontinue use immediately. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. It is your responsibility to periodically review these Terms of Use to stay informed of updates, and your continuous use is considered as the acceptance of these Terms.

## 1. INTELLECTUAL PROPERTY RIGHTS

A non-fungible token (“NFT”) is on the Avalanche blockchain. When you buy NFT from MetroGalaxy, you own the NFT, not the associated with any art, design, and drawings that may be associated with the NFT that you own, or any other MetroGalaxy Intellectual Property or any Third-Party Intellectual Property. You can trade the NFT, sell the NFT, or give the NFT away for free. Ownership of the NFT is governed solely by the Smart Contract on Avalanche.

Unless otherwise indicated, all of MetroGalaxy is our proprietary property and all source code, database, functionality, software, website design, audio, video, text, photographs, and graphics (collectively, the “Content”) and trademarks, service marks and logos contained therein (the “Marks”) are owned, controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the British Virgin Islands, foreign jurisdiction and international conventions. Except as expressly provided in these Terms, no part of MetroGalaxy and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

## 2. REPRESENTATIONS AND WARRANTIES

You make the following representations and warranties regarding your use of MetroGalaxy:

2.1 All registration information you submit will be true, accurate, current, and complete.

2.2 You are legally permitted to use MetroGalaxy in your jurisdiction, including that you are legally permitted to your own digital assets and interact with MetroGalaxy. You further represent and warrant you are responsible for ensuring compliance with the laws of your jurisdiction in connection with your use of MetroGalaxy and acknowledge that we are not liable for your compliance or non-compliance with any such laws.

2.3 Agreeing to the Terms and your use of MetroGalaxy does not constitute, and that you do not expect it to result in, a breach, default, or violation of any applicable law or any contract or agreement to which you are a party or are otherwise bound.

2.4 You will not use MetroGalaxy for any illegal and unauthorized purpose; and your use of MetroGalaxy will not violate any applicable law or regulation.

2.5 You are not a person, entity controlled by a person, or entity identified on, or controlling a blockchain address identified on, a list of persons or blockchain addresses that have been specially designated, considered parties of concern, or blocked that is established and maintained by the United Nations, the European Union, or the Office of Foreign Asset Control of the United States Treasury Department.

2.6 You are not a resident of, or located in, or accessing and using MetroGalaxy from any of the countries that are designated as high risk by the Financial Action Task Force, that are subject to embargoes or sanctions implemented by the United Nations, the European Union, or the Office of Foreign Asset Control of the United States Treasury Department or are included on a list of jurisdictions not permitted to use MetroGalaxy as determined by us.

2.7 You will not, and will not attempt to, give away your access to MetroGalaxy, provide a false identity or information, access or use MetroGalaxy on behalf of someone other than yourself, or otherwise engage in Restrictions (as defined below).

2.8 You are sophisticated in using and evaluating blockchain technologies and related blockchain-based digital assets, including but not limited to the blockchain network, smart contract systems, tokens, automated market making protocols, and automated lending protocols. Specifically, you represent and warrant that you have evaluated and understand the operation of MetroGalaxy.

2.9 All of the above representations and warranties are true, complete, accurate and not misleading from the time of your acceptance of the Terms and are deemed repeated each time you use MetroGalaxy.

### **3. RESTRICTIONS**

You may not, directly or indirectly, engage in any of the following activities in connection with the use of MetroGalaxy:

3.1 A violation of any law, rule, or regulation of any jurisdiction that is applicable to you.

3.2 A violation or breach of these Terms or any other document from time to time governing the use of MetroGalaxy.

3.3 Perform, or attempt to perform, any actions that would interfere with the normal operation of MetroGalaxy or affect the use of MetroGalaxy by other users.

3.4 Engage in, or knowingly facilitate, any money laundering, terrorist financing, or other illegal activities.

3.5 Access or attempt to access our non-public systems, programs, data, or services.

3.6 Copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of MetroGalaxy except as expressly permitted by applicable laws.

#### **4. DISCLAIMERS**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF METROGALAXY ARE AT YOUR SOLE RISK, AND THAT METROGALAXY ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND WE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WE MAKE NO WARRANTY THAT THE METROGALAXY WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE ARE NOT RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF AVALANCHE NETWORK, METROGALAXY, ELECTRONIC WALLET.

THE VALUE OF ANY DIGITAL ASSET, WHERE VALUE IS ATTACHED TO SUCH AN ASSET, MAY FLUCTUATE. WE MAKE NO GUARANTEES AS TO THE PRICE OR VALUE OF ANY DIGITAL ASSET.

WE ARE NOT RESPONSIBLE FOR EXPLOITS THAT ARE NOT REASONABLY FORESEEABLE. WHILE WE HAVE TAKEN A FEW PRECAUTIONS TO ENSURE THE SECURITY OF METROGALAXY, THE TECHNOLOGY IS RELATIVELY NEW AND IT IS NOT POSSIBLE TO GUARANTEE THAT THE CODE IS COMPLETELY FREE FROM BUGS OR ERRORS. BEFORE USING METROGALAXY, IT IS YOUR RESPONSIBILITY TO REVIEW OR ENGAGE PROFESSIONALS TO ADVISE YOU ON THE SAME.

WE DO NOT ENDORSE ANY OTHER THIRD PARTY AND SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ANY TRANSACTIONS YOU ENTER INTO WITH ANY OTHER THIRD PARTY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY SORT INCURRED AS THE RESULT OF ANY INTERACTIONS BETWEEN YOU AND SUPPORTED PROTOCOLS OR ANY OTHER THIRD PARTY.

## **5. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS.

You are solely responsible for determining the tax implications and tax reporting requirements associated with transactions you engage in involving digital assets accessible through your use, and for paying any applicable taxes in each applicable jurisdiction. We are not responsible for determining whether there are tax implications in connection with transactions involving digital assets accessible through your use, for reporting any such transactions, or for paying any applicable taxes.

You agree and acknowledge that we shall not be liable for any direct, indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with your use of MetroGalaxy.

## **6. INDEMNIFICATION**

You agree to indemnify and hold us (and our officers, employees, and agents) harmless, including costs and attorneys' fees, from any loss, claim or demand made due to or arising out of: (i) your use of MetroGalaxy; (ii) your violation of these Terms; (iii) or your violation of applicable laws or regulations. We or the relevant indemnified party reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to provide indemnification, and you agree to cooperate in the defense of these claims. You agree not to settle any matter without the prior written consent of the relevant indemnified party or parties. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **7. TERMINATION**

These Terms will remain in full force and effect for so long as you use MetroGalaxy. Without limiting any other provision of these Terms, we reserve the right to suspend or terminate your rights to use the MetroGalaxy at any time for any reason at our sole discretion without prior notice, including for any use of MetroGalaxy in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use MetroGalaxy will

terminate immediately. We will not have any liability whatsoever to you for any termination of your rights under these Terms.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or a borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating and suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

We may modify or discontinue support for MetroGalaxy at any time. We reserve the right, at any time, in our sole discretion, to modify MetroGalaxy.

## **8. DISPUTE RESOLUTION**

Any claim, suit, or dispute arising out of or in connection with these Terms, shall be referred to and finally be resolved by arbitration in accordance with the British Virgin Islands International Arbitration Center (“BVI IAC”) Arbitration Rules before a panel of three (3) arbitrators. The seat of arbitration shall be the British Virgin Islands and the language of any arbitration shall be English.

## **9. GOVERNING LAW**

These Terms are governed by and constructed in accordance with the laws of the British Virgin Islands applicable to agreements made and to be entirely performed in the British Virgin Islands, without regard to its conflicts of law principles.

## **10. MISCELLANEOUS**

These Terms and any policies or operating rules relating to your use of MetroGalaxy constitute the entire agreement and understanding between you and us. These Terms fully operate permissible by law. We may assign any or all our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms is determined to be unlawful, void, and unenforceable, that provision or part of the provision is deemed severable these Terms and does not affect the validity and enforceability of any remaining provisions.

You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

## **11. CONTACT INFORMATION**

You may contact us at any time regarding these Terms at [captain@metrogalaxy.io](mailto:captain@metrogalaxy.io).