

## Terms and Conditions as of April 21, 2021

### 1. Rebuilding the Tower of Babel (the “Event”) terms and conditions of participation:

You are required to read and accept in full the content and implications of these Terms and Conditions prior to obtaining access and being granted temporary permission to enjoy the attributes and functionalities of Metis Platform as well as to be allowed to participate in the promotional Event (altogether defined as the “Platform/Event”). By accessing the Platform/Event provided at the MetisDAO.org website you expressly agree to the Terms and Conditions of the Platform/Event herein and commit to only make use of the Platform/Event for personal use and for lawful purposes.

BY ACCESSING OR PARTICIPATING IN THE EVENT, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO IT, THEN YOU MUST NOT ACCESS OR USE THE SITE OR THE METIS PLATFORM.

You agree and acknowledge that your choice to use (and the consequences of such use and access) of the Platform/Event is made solely at your own risk and responsibility and that Metis accepts no responsibility or liability for your use of the Platform/Event including, without limitation, for any harm, loss, or damages arising from incorrect use or performance of the Platform/Event, including constructed transactions, network and technical failures, unauthorized access to any user wallets, legal and regulatory matters and consequences, or actions conducted by third parties. You agree and acknowledge that you will not use the Platform/Event (i) in a manner that violates any applicable law or regulation.

Please note that you may not be eligible to use the Platform/Event if you are underage (pursuant to your country of residence’s corresponding applicable law) or in any way restricted or prohibited by any applicable law and regulation, or if regulations applicable to your country of residence do not allow for any or all the transactions involved in the Event.

**Residents or those currently present in territories of Canada or the United States of America are not eligible to participate in the Event.**

Metis reserves the right to abstain from granting access to the Platform/Event in its sole and absolute discretion.

### PRIVACY POLICY

The website you are about to get access to, after accepting this Terms and Conditions, is provided to you by MetisLab Foundation Ltd (hereinafter “Metis”, “us”, or “we” alternatively), subject to the following conditions.

Acceptance: in addition to providing your email address and any other detail about your preferences, by clicking “accept” at the box provided for activating your user profile, you accept this Privacy Policy. Please read it carefully.

Cookies: We may use "cookies", where a small data file is sent to your browser to store and track information about you when you enter our digital services. The cookie is used to track information such as the number of users and their frequency of use, profiles of users and their preferences.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the provided links and information.

Personal Data shared with Metis are hereby informed by the various aspects that are part of METIS Data Processing Policy ("Privacy Policy") as follows:

The personal data that METIS requires, stores, uses, circulates and deletes, can be used for any of the following purposes: (i) in order to interact with the user during the performance of the Event, (ii) to send you updates on the status of Metis initiatives you might be interested in, (iii) contacts for commercial relations, networking, and market analysis and also (iv) to reply to any communications you send to us. Regarding the operation of METIS Employees/Contractors, the treatment of the data will be carried out for purposes related to execution of the contractual relationship that arises between the employee/contractor and METIS.

In general data processing will be carried out to communicate for the purpose of fulfilling its mission and the Articles of Incorporation of Metis. Similarly, to some extent data processing will occur during contact and contract with suppliers for products or services that METIS requires for the normal functioning of its operation and for the adequate provision of its infrastructure.

We will rely on your declarations to be correct, true, and valid; the user understands and accepts that all personal information that we receive will be collected, used, and held in accordance with the provisions of Singapore law.

**Contacting Metis:** To contact us, please use the email address [contact@metislab.io](mailto:contact@metislab.io), which is the only regular channel that we acknowledge for managing users' relationship with Metis. Metis will contact the user at the email address he provides during the signing process for registration.

## 2. Risks and Costs (Gas Fees) associated with the use of Platform/Event

There are certain costs and risks associated with the use of the Platform/Event as well as acquiring, claiming, owning, and using Metis Tokens and/or NFTs in connection to the Platform/Event.

You are notified and agree that for the claiming of the Tokens/NFTs it will be necessary to incur Gas Fees, which will be paid by yourself directly to the Ethereum Ecosystem. You understand that the cost of such blockchain transactions is determined by a third party not controlled nor related to Metis and you understand that failure on your part in

paying the corresponding amount of ETH will interfere with your access to the Metis Tokens/NFTs and that Metis assumes no responsibility to you in connection with such part of the claiming process.

By claiming these Metis Tokens/NFTs, you confirm that you have read and understood these Terms and Conditions, and further you agree to assume these cost and any implied risks. You are the only responsible for taking measures for securing the wallet or other storage mechanism you use to receive and hold Metis Tokens/NFTs purchased, including any requisite private key or other credentials necessary to access such storage mechanism. You are aware that if your private key or other access credentials are lost, you may lose access to your Metis Tokens/NFTs.

Metis reserves the right, in its sole and absolute sole discretion, to modify any of the timelines described for the Event due to network congestion or any other technical challenges.

Metis will not be held responsible if any Metis Token/NFT is not received by an incompatible wallet or Smart Contract account resulting in “lost” Metis Tokens/NFTs that cannot be withdrawn from the Platform/Event. Metis Tokens as delivered in the Event do not bear economic value and Metis does not claim that such circumstance will change in the immediate future.

Metis shall have no obligations in any form whatsoever to you with respect to the Event once it has concluded.

### 3. Issuance and use of Metis Tokens

The current sole purpose of the Metis Tokens is to be used within the blockchain platform developed by Metis for the rendering of the Event in the Metis Platform.

The receipt or possession of Metis Tokens carries no rights, express or implied, other than the right to use Metis Tokens as a mean to enable usage of and eventual interaction with the Metis Platform. You understand and accept that Metis Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Metis Platform or MetisLab Foundation Ltd., or any of its affiliates. The Metis Tokens as being distributed during the Event are not intended to be a digital currency, security, commodity or any kind of financial instrument.

Metis reserves the right to migrate the Metis Tokens to another protocol in the future should Metis determine, in its reasonable discretion, that doing so is necessary or useful to the operation of the Metis Platform.

### 4. Platform/Event, services provided by third parties

The Platform/Event may refer to third-party sites, such as the OpenSea public auctions website, and assumes no responsibility for services and resources provided by third

parties. Metis makes no representation or warranties of any kind regarding any site, service, or resource provided by a third party, including, without limitation, any representations or warranties regarding its accuracy, completeness, usefulness, security, or legitimacy. Metis has no control over third-party sites and resources, and is not responsible for any harm, loss, or damage that may arise from your use of them. If you decide to participate in the Event, you are automatically deciding also to access any of the third-party sites announced as part of the Event, and you confirm that you do participate and consent entirely at your own risk and subject to the terms and conditions for such third party sites or resources.

## 5. Representations and Warranties

You have a sufficient understanding of technical and business matters (including those that relate to the Platform/Event), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and Conditions and to appreciate the risks and implications of participating in the Platform/Event;

You are receiving the Metis Tokens solely for the purpose of participating in the Platform/Event, and supporting the development, testing, deployment and operation of the Metis Platform, being aware of the operational and commercial risks associated with a Blockchain project, and you are not seeking to acquire Metis Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose.

You are not resident, domiciled, or acquiring the Metis Tokens/NFTs from a jurisdiction that prevents the acquisition of Metis Tokens/NFTs.

You have been advised hereby to seek independent legal advice with respect to your participation in the Platform/Event, before accepting these Terms, and, in accepting these Terms and Conditions, you further represent and warrant to Metis that you have been so advised to obtain independent legal advice, and that prior to accepting these Terms and Conditions you have obtained independent legal advice, or have, in your discretion, knowingly and willingly elected not to do so;

You are not a citizen or resident of a geographic area in which access to or use of the Platform/Event or the acceptance of delivery of the Metis Tokens is prohibited by applicable law, decree, or applicable regulation, and if your country of residence or other circumstances change in such a way that the representations you made herein are no longer accurate, you will immediately cease using the Platform/Event;

## 6. Non-Liability, Disclaimers and Releases

Metis declines any responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) your participation in the Event, (ii) any error, omission or inaccuracy in any information or performance during and after the Event; or (iii) any consequence resulting from the performance of the Metis Platform during or after the Event.

To the fullest extent permitted by applicable law and except as otherwise specified in writing by Metis: (i) the tokens are delivered on an “as is” and “as available” basis without warranties of any kind, and Metis expressly disclaims all implied warranties as to the tokens, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; (ii) Metis does not represent or warrant that the tokens are reliable, current or error-free, meet your requirements, or that defects in the tokens will be corrected; and (iii) Metis cannot and does not represent or warrant that the tokens or the delivery mechanism for tokens are free of viruses or other harmful components.

No regulatory authority has examined or approved to this date of any of the information set out in this document. The publication, distribution or dissemination of these terms do not imply that the applicable laws, regulatory requirements or rules have been complied with.

MetisLab Foundation Ltd, its affiliates, its founders, team members and any third party involved in the project 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 any acceptance of or reliance on these Terms and Conditions, or information provided on the MetisDAO.org web page.

No information in these Terms should be considered to be business, legal, financial or advice regarding contribution or participation to the development of the Metis Platform and any of its projects.

To the fullest extent permitted by applicable law, you release Metis and its affiliates, Confounders and team from responsibility, liability, claims, 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 users and the acts or omissions of third parties. You expressly waive any rights you may have under any 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.

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Metis and its 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 “Metis Parties”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your participation in the Event, acquisition or use of Metis Tokens/NFTs; (ii) your responsibilities or obligations under these Terms and Conditions; (iii) your violation of any of these Terms and Conditions; or (iv) your violation of any rights of any other person or entity. Metis reserves the right to exercise sole control over the defense

actions and procedures, at your expense, of any claim subject to indemnification under this Section.

#### 7. Notices, Governing Law, and Dispute Resolution

These Terms and Conditions, and the relationship between the user and Metis (contractual or otherwise), shall be governed by and construed in accordance with Singapore law.

Any user disputes concerning these Terms and Conditions, the relationship between you and Metis, or any matters arising from or associated therewith (contractual or otherwise) shall be subject to the jurisdiction of the courts of Singapore. You accept this stipulation by clicking to activate any feature of this site that allows you to become a user and enjoy any of the functionalities of this website.

These Terms and Conditions constitute the entire agreement between you and Metis relating to your participation on the Platform/Event. Metis reserves the right to adjust, complement or modify, this Terms & Conditions at any time which will be made public at the MetisDAO.org website and Metis failure to exercise or enforce any right or provision of these Terms and Conditions will not operate as a waiver of such right or provision.

Metis 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 Metis reasonable control.

You agree and acknowledge that all agreements, notices, disclosures, and other communications that the Metis provides to you, including these Terms and Conditions, will be provided exclusively in electronic form.