**TERMS OF USE**

Project Kongz is a digital artwork collection project that runs on the Klaytn network. The users (“you,” “your”) who purchase or own Project Kongz’s MetaKongz, G.rilla, MutantKongz, and BabyKongz may use the MetaKongz, G.rilla, MutantKongz, and BabyKongz in accordance with this Terms of Use, and the users shall be deemed to have agreed to the use of the Kongz pursuant to this Terms.

**DEFINITION**

1. “MetaKongz,” “G.rilla,” “MutantKongz,” and “BabyKongz” are each digital artwork collections in the form of NFTs (Non Fungible Tokens) that run on the Klaytn network.

2. “NFT” means a token that cannot be replaced, which exists in the blockchain network.

3. "Art" means any art, graphics, images, designs, etc. related to an NFT that you possess in accordance with this Terms of Use.

4. “Derivative Works” mean any creative works produced by means of translation, arrangement, alteration, dramatization, cinematization, etc. of an original work. However, mere copies of an Art or any alterations that do not actually change the Art do not constitute Derivative Works.

**OWNERSHIP**

1. Ownership of the NFT. MetaKongz is an NFT on the Klaytn blockchain. When you purchase an NFT you own the NFT completely. Ownership of the NFT is mediated entirely by the Smart Contract on the Klaytn Network: at no point may We (MetaKongz Co., Ltd. and the Project Kongz Team) seize, restrict, or otherwise modify the ownership of any MetaKongz that you own.

**License**

1. Personal Use. Soley for the following purposes and subject to your continued compliance with this Terms of Use, We grant you a worldwide, royalty-free, non-exclusive license to use the Art related to the MetaKongz that you own, along with any Derivative Works you create:

1. for your own personal, non-commercial use;
2. as part of a marketplace that permits the purchase and sale of your MetaKongz, provided that the marketplace cryptographically verifies each owner’s rights to display the Art related to the MetaKongz to ensure that only the actual owner can display the Art; or
3. as part of a third party website or application that permits the inclusion, involvement, or participation of your MetaKongz, provided that the website/application cryptographically verifies each owner’s rights to display the Art related to MetaKongz to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the MetaKongz leaves the website/application.

2. Commercial Use of Derivative Works. Subject to your continued compliance with these Terms, We grant you a worldwide, royalty-free, non-exclusive license to create and use Derivative Works of the Art related to the MetaKongz you own (“Commercial Use”). Examples of such Commercial Use include the use of Derivative Arts for your own project, to produce and sell merchandise products (T-Shirts etc.) using Derivative Arts or displaying copies of Derivative Arts. For the sake of clarity, nothing in this Section restricts you from

1. owning or operating a marketplace that permits the use and sale of MetaKongz generally, provided that the marketplace cryptographically verifies each owner’s rights to display the Art related to the MetaKongz to ensure that only the actual owner can display the Art;
2. owning or operating a third party website or application that permits the inclusion, involvement, or participation of MetaKongz generally, provided that the third party website or application cryptographically verifies each owner’s rights to display the Art related to the MetaKongz to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the purchased MetaKongz leaves the website/application; or
3. earning revenue from any of the foregoing.

3. Restrictions. Notwithstanding the foregoing, you agree that you and any third party may not engage in the following acts without our expressed prior written consent. If We confirm that you have engaged in any of the following acts, you may lose your right to use your MetaKongz which has been granted to you pursuant to this Terms.

1. use MetaKongz or any related Art(including Derivative Works) in connection with texts, images, videos, or other forms of media that (i) depict hatred, intolerance, violence, cruelty, or any other behavior that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others, (ii) relate to drugs (including, without limitation, both prescription and non-prescription) or other supplements, death, pornography or other “adult only” or sexually explicit activities, massage parlors, prostitution or any dating or escort activities, weapons or ammunition, (iii) denigrate or discriminate against individuals based on race, national origin, gender, religion, disability, ethnicity, sexual orientation, gender identity or age, medical conditions and/or political campaigns or causes, (iv) impersonate another person, infringe upon the property rights of another, including intellectual property rights, (v) encourage, promote or participate in illegal activities;
2. any other uses which may hinder any business conducted by MetaKongz Co., Ltd., or damage the reputation or credibility of MetaKongz Co., Ltd., including creating products or services that compete with Project Kongz.

4. Intellectual Property Right. Other than the rights to the Art, nothing hereinabove gives you any rights to any other trademarks or other intellectual property rights belonging to MetaKongz Co., Ltd., including, without limitation, the logos associated with Project Kongz, the Project Kongz Team, MetaKongz Co., Ltd., MetaKongz, MutantKongz, BabyKongz and any other logos associated with the NFTs that we issue. All of these rights are expressly reserved in MetaKongz Co., Ltd.

5. License Period. You may only exercise the rights that you hold under this Terms of Use while you own a MetaKongz. If you relinquish your ownership of MetaKongz by selling, transferring, donating, or through any other disposure, you may not exercise any rights under this Terms of Use from the time you relinquish your ownership and you may not use the Derivative Works you created.

**Risk Assumption**

You acknowledge and agree with the following provisions:

1. With regard to the sale of your MetaKongz, please note that the prices of NFTs are extremely volatile, and the fluctuations in the prices of other NFTs impact the price of your MetaKongz both positively and negatively. You assume all risks about purchasing and trading MetaKongz. Given the volatility, NFTs such as MetaKongz should not be considered as a financial investment instrument and do not constitute securities or derivatives pursuant to the Financial Investment Service and Capital Markets Act.

2. Ownership of a MetaKongz confers ownership of NFT related to the digital Art only. Accordingly, no information on this website (or any other documents mentioned therein) is or may be considered to be advice or an invitation to enter into an agreement for any investment purpose. Further, nothing on this website qualifies or is intended to be an offering of securities in any jurisdiction nor does it constitute an offer or an invitation to purchase shares, securities or other financial products. Due to the artistic nature of the project, Project Kongz has not been registered or approved by any regulator in any jurisdiction. It remains your sole responsibility to confirm that the purchase of the MetaKongz and the associated Art is in compliance with laws and regulations in your jurisdiction.

3. You assume all risks associated with using an internet-based currency (including digital asset), including, but not limited to, the risks related to hardware, software and Internet connections, the risk of introducing malicious software, and the risk that third parties may obtain unauthorized access to information stored in your wallet.

4. NFTs, digital assets and blockchain technology are relatively new and the regulatory landscape is unsettled. New regulations could negatively impact such technologies impacting the value of your MetaKongz. You understand and accept all risk in this regard.

5. You assume all responsibility for any adverse effects of disruptions or other issues impacting the Klaytn Network or the Klaytn platform.

6. All NFT transactions takes place on the Klayton blockchain. Accordingly, you are solely responsible for the safety and management of your Klaytn wallet (private keys for the wallet, etc.) and validating all transactions and contracts generated by this website before approval. Furthermore, as the smart contract related with Kongz Project runs on the Klaytn network, you cannot undo, reverse, or restore any transactions.

**Project Kongz NFT**

G.Rilla, MutantKongz, and BabyKongz are all part of Project Kongz, and this Terms of Use apply to them under the same terms as MetaKongz.

**Changes to the Terms of Use**

A. We may make changes to this Terms of Use in our discretion. We are planning to update this Terms of Use periodically on the website, accordingly, please check these Terms of Use periodically for changes. We cannot provide you with any separate notices of these updates because there are no subscription procedures, and we do not collect your personal information.

B. The changes to this Terms of Use shall be announced eight (8) days before the date on which the amended Terms of Use becomes effective, and shall include both the previous and amended versions of the Terms of Use, the effective date, and the reasons for the amendments. Provided, however, any changes to your significant rights or obligations shall be announced thirty (30) days before the effective date in the manner prescribed above.

C. Your continued access to or use of our website after the Terms of Use have been updated will constitute your binding acceptance of the updates. If you do not agree to the amended Terms of Use, you may not access or use the website.

**Jurisdiction and Governing Law**

This Terms of Use (including without limitation, your access to and use of our website, the NFTs, or any goods purchased or distributed through the website, etc.) shall be governed by and construed in accordance with the laws of the Republic of Korea. Any disputes arising out of or in connection to this Terms of Use shall be subject to the exclusive jurisdiction of the Seoul Central District Court as the court of first instance.