

# Terms and Conditions

These Terms and Conditions (the “Terms”) constitute a legally binding agreement between Piramida LLC (referred to as “METAFLOA”, “Site”, “we”, “us” or “our”) and any person, customer, or entity (referred to as “User”, “you”, or “your”) using the METAFLOA site, nodes, services, and products (collectively, the “Services”) By accessing or using our Services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree with these Terms, do not use our Services. These Terms do not create any agency, partnership, or joint venture between METAFLOA and User. By signing up for an account through METAFLOA or any associated websites, APIs, or mobile applications, the User has read and consents to the Terms. The User also agrees to METAFLOA’s Privacy Policy and User Conduct. These Terms may be amended and updated from time to time at the sole discretion of METAFLOA. Revised versions will be considered effective as of the date and time posted on the METAFLOA Site.

## 1. METAFLOA SERVICES

METAFLOA is a decentralized distributed application on a blockchain network, utilizing smart contracts to enable Users to own, buy, sell, transfer, and share unique digital rewards. These Services are facilitated through METAFLOA’s website and applications.

**1.1 MetaFlora Nodes.** METAFLOA Nodes are digital licenses delivered as NFTs, allowing holders to operate METAFLOA Node software on a hardware chosen by User, that performs tasks on the METAFLOA Node Network, powered by GalaChain. Node operators are rewarded with FLORA tokens for fulfilling the minimum operational requirements. Used herein, “METAFLOA Node” may represent either the node itself or a license the User obtains to run said node. The METAFLOA Node when combined form the “METAFLOA Node Network”.

**1.2 GalaChain and METAFLOA Blockchain.** In this Terms the company developing the public ledger GalaChain is Blockchain Game Partners Inc. dba Gala Games is referred to as “GALA”. The GALA Blockchain is the underlying technology for METAFLOA Blockchain also referred as METAFLOA Node Network or METAFLOA channel. GALA Blockchain allows each User to store items, characters, digital rewards, and other attributes on the GALA Blockchain that allows for decentralized, immutable record of ownership. Besides that, GALA Blockchain also allows to create individual channel referred as Node Network. Channel on GALA Blockchain refers to the designated blockchain environment within GALA Blockchain. In case of METAFLOA Blockchain it is created channel on GALA Blockchain and it is managed exclusively by METAFLOA, where all digital assets, including tokens and NFTs, are issued and controlled by METAFLOA. Each User owns the non-fungible token (an “NFT”) for any of the strain items, booster items or any other item recognized by METAFLOA on the METAFLOA Blockchain. When a User purchases, earns, or receives any NFT or digital reward via the Smart Contract process, the User owns completely and outright the NFT and/or digital reward. For the avoidance of doubt, the User acknowledges and agrees that while the User may own an NFT or digital reward, the underlying embedded intellectual property rights may be subject to certain licensing requirements, and METAFLOA can only convey such rights to Users so long as METAFLOA holds a valid license to the intellectual property. If such license terminates, METAFLOA, and by extension the User, may not have any rights to the underlying embedded intellectual property in the User's NFTs or Platform Assets, and the underlying embedded intellectual property may be changed or removed at METAFLOA's determination.

**1.3 METAFLORE Rewards.** Each User on the METAFLORE Blockchain or the Site or any application contained on the Site or associated websites, and associated METAFLORE Node, may be able to earn or receive the MetaFlora Reward. The “METAFLORE Reward” consists of a representation of FLORE token, or other tokens and NFTs, reflected on the METAFLORE Blockchain and/or METAFLORE App and the Site, which may or may not be bridged to other blockchains (including but not limited to Ethereum) through a minting process solely at the option and action of the User. When referencing the NFTs on the platform themselves in the singular and not specifically as a part of the METAFLORE Reward, same shall be referred to herein as “Platform Asset.” The METAFLORE Reward is a digital reward and not a Security Token. The METAFLORE Reward is not being offered to investors and there is no Initial Coin Offering (ICO) to promote the METAFLORE Reward. Like BTC (which is the digital reward generated from the Bitcoin Blockchain), the METAFLORE reward is created through a unique blockchain protocol. Each User that participates in the METAFLORE Node operation running on METAFLORE Blockchain protocol shall receive the User’s allocated METAFLORE Reward and any other digital reward or NFT, which is deposited in the User’s METAFLORE App or account. The METAFLORE Reward, any NFT, and any other digital reward may reside solely within the METAFLORE channel on GALA Blockchain, and may or may not have value. METAFLORE cannot, and does not, control whether any of the METAFLORE Reward, any NFT, and any other digital reward has monetary value on any other blockchain. On the METAFLORE channel, GALA Blockchain, the Site, or any associated website, neither the METAFLORE Reward nor NFT nor other digital reward may be exchanged for currency.

**1.4 Purchases.** The Platform may provide Users with the ability to purchase Platform Assets (as defined below) through its Platform, Platform Auction (as defined below), or a means other than the Platform or Platform Auction. ANY PURCHASE OR SALE THAT YOU MAKE VIA THE PLATFORM, PLATFORM AUCTION, OR A MEANS OTHER THAN THE PLATFORM OR BY WAY OF PLATFORM AUCTION, OR ANY PRODUCTS, FEATURES, AND SERVICES CONTAINED THEREON, IS ENTIRELY AT THE OWN RISK OF THE PURCHASER, EVEN IF SAID PURCHASE CONTAINS PLATFORM ASSETS OR IS ON THE PLATFORM USING THE PLATFORM AUCTION. NEITHER THE PLATFORM NOR METAFLORE WILL INDEMNIFY OR HOLD THE USER HARMLESS FOR SAID PURCHASE/AUCTION OR OWE ANY LEGAL DUTY OR OBLIGATION TO THE USER. USER BEARS THE FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF PLATFORM ASSETS PURCHASED ON THE PLATFORM VIA PLATFORM AUCTION OR ANY OTHER MEANS. METAFLORE AND THE PLATFORM MAKE NO REPRESENTATIONS REGARDING THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF PLATFORM ASSETS. USER ALSO AGREES AND ACKNOWLEDGES THEY ARE SUBJECT TO THE LICENSING TERMS AND RESTRICTIONS ACCOMPANYING THE USE OF ANY PURCHASED PLATFORM ASSETS, INCLUDING BUT NOT LIMITED TO, RESTRICTIONS ON COMMERCIAL OR NON-COMMERCIAL USE (COLLECTIVELY THE “TERMS AND RESTRICTIONS”). USER IS SOLELY RESPONSIBLE FOR ABIDING BY THE TERMS AND RESTRICTIONS, AND METAFLORE IS NOT LIABLE IN THE EVENT USER DOES NOT ABIDE BY THE TERMS AND RESTRICTIONS.

**1.4.1** Platform Assets refer to non-fungible tokens (“NFTs”) that are made available via Platform Auction on the Platform by METAFLORE, created and implemented on the Ethereum network or other blockchain platform(s) that the Platform allows, by way of smart contract or otherwise.

## 1.5 METAFLORA App

**1.5.1.** METAFLORA App must be used through a supported web browser on either desktop or mobile device. METAFLORA will provide each User with a METAFLORA App. METAFLORA will never take custody or control over any NFT or digital reward and/or digital asset stored in a User's METAFLORA App. The METAFLORA App does not store, send or receive any NFT or reward, but such transactions occur directly on the METAFLORA Blockchain or other supported blockchains. Instead of the METAFLORA App, the User may install and use any compatible digital app or electronic wallet provided by a third party company that safely connects to the METAFLORA Blockchain or other blockchains (including but not limited to Ethereum) and therefore allow the User to purchase, store, and engage in transactions on METAFLORA app. Ethereum requires the payment of a transaction fee ("Gas fee") for every transaction that occurs on Ethereum network. The User will need to pay a Gas fee for each transaction that occurs via MetaMask or any other similar third party company that provides an electronic wallet. METAFLORA neither owns nor controls MetaMask, or any third party company, product or service that User may access, visit, or use. METAFLORA will have no access or control over these payments or transactions, or ability to reverse any payments or transactions. METAFLORA will be not liable for acts or omissions of MetaMask, or any other such third parties, nor will METAFLORA be liable for any damage that you may suffer as a result of your transactions or any other interactions with any such third parties. A User may be able to use the compatible wallet to send and receive any NFT or digital reward with other users of the METAFLORA Blockchain or other blockchains (including but not limited to Ethereum). METAFLORA does not offer any User the ability to exchange one form of currency for any other form of currency (fiat or digital). METAFLORA App is not a custodian, exchange or money transmitter.

**1.5.2.** The User is solely responsible for storing, a backup of any User's private key(s), or transaction information that the User maintains in the METAFLORA App or otherwise with the METAFLORA Services. If the User does not backup the private key(s) from METAFLORA App, the User may not be able to access the METAFLORA in the event that METAFLORA discontinues some or all of the METAFLORA Services.

**1.5.3.** In order for a transaction to be validated on the METAFLORA Blockchain or other blockchains (including but not limited to Ethereum), any METAFLORA transaction through the METAFLORA App must be confirmed and recorded in the distributed ledger associated with the METAFLORA Blockchain or other blockchains (including but not limited to Ethereum).

**1.5.4.** METAFLORA has no control over any NFT or digital reward (including the METAFLORA Reward) generated through the METAFLORA Blockchain or the METAFLORA App or Site, and cannot ensure that any transaction details a User submits via the METAFLORA Services and METAFLORA App or Site will be confirmed or processed on the METAFLORA Blockchain. The User agrees and understands that the transaction details submitted by the User via the METAFLORA Services and METAFLORA App may not be completed or may be delayed by the METAFLORA Blockchain or any supporting blockchain used to process the transaction. METAFLORA does not guarantee that the METAFLORA App can transfer title or right in any NFT or digital reward, and METAFLORA makes no warranties of title of any kind. Once transaction details have been submitted to the METAFLORA Blockchain, METAFLORA cannot assist the User to cancel or otherwise modify such transaction or details.

**1.5.5.** In the event of a fork of the METAFLOA Blockchain, GALA Blockchain or any other supported blockchain (including but not limited to Ethereum), METAFLOA may not be able to support the User's activity related to METAFLOA or any other supported NFT or reward. The User agrees and understands that in the event of a fork of the METAFLOA Blockchain, GALA Blockchain, or any other supported blockchain (including but not limited to Ethereum) any transaction associated with the METAFLOA App or METAFLOA Services may not be completed, may be partially completed, incorrectly completed, or substantially delayed. METAFLOA is not responsible for any loss incurred by any User caused in whole or in part, directly or indirectly, by a fork of the METAFLOA Blockchain, GALA Blockchain or any other supported blockchain (including but not limited to Ethereum).

**1.5.6.** With respect to the METAFLOA App, METAFLOA does not receive or store a User's METAFLOA App password, or any private keys, network addresses or transaction history. METAFLOA cannot assist any User with METAFLOA App password retrieval. The User is solely responsible for remembering, storing and keeping secret the User's METAFLOA App PIN (password), keys and address. Any NFT or digital reward a User has stored within its METAFLOA App or User's digital wallet may become inaccessible if the User does not know or keep secret its METAFLOA App keys and PIN. Any third party with knowledge of one or more of a User's credentials (including, without limitation, a backup phrase, App identifier, PIN, or keys) can dispose of the NFT or digital rewards in the User's METAFLOA App or User's digital wallet.

**1.5.7.** METAFLOA does not currently charge a fee for the receiving, sending, or storing cryptocurrency or NFTs. However, METAFLOA reserves the right to do so in the future, and in such case any applicable fees will be displayed prior to the User incurring such fee. Notwithstanding, the METAFLOA Blockchain or other supported blockchains may have Blockchain Transaction Fees required to transact NFT or digital reward transactions. METAFLOA may attempt to calculate for the User any Blockchain Transactions Fees, though such calculation may be inaccurate or excessive. The User may select a greater or lesser fee, and the User is solely responsible for paying any Blockchain Transaction Fees required on the METAFLOA Blockchain or other supported blockchains. METAFLOA will neither advance nor fund any Blockchain Transaction Fee on any User's behalf, nor be responsible for any excess or insufficient fee calculation.

**1.5.8.** From time to time, there may be programs in place to allow User to receive a reward, in the form of METAFLOA Reward, NFT, or otherwise, based on actions taken by the User, whether it be by referral or other program in place at the time ("Additional Rewards"). User understands that METAFLOA makes no representations or warrants regarding the Additional Rewards. Notwithstanding or limiting the foregoing, METAFLOA further makes no representations or warrants surrounding the operation of any METAFLOA Services or that said METAFLOA Services/Additional Rewards will be error-free or uninterrupted. User accepts the sole responsibility for taking any and all actions to obtain any Additional Rewards, and holds METAFLOA harmless for any opportunity cost or losses that occur as a result of the non-receipt of anticipated Additional Rewards, monetary or otherwise.

**1.5.9.** Each User is permitted to have one (1) METAFLOA App, unless an exception set forth herein applies. The sole exception to permitting a User to have more than one (1) METAFLOA App is if the User is utilizing an additional METAFLOA App for asset security purposes. For the avoidance of doubt, no more than one (1) METAFLOA App shall be permitted for any other reason, including but not limited to, use in promotions

and/or events, for personal gain, or frailest purposes. If a User creates more than one (1) METAFLOA App for any reason other than the sole exception stated herein METAFLOA reserves the right to suspend User from the METAFLOA App. Should METAFLOA determine, in its sole discretion, that a User, directly or indirectly, holds, accesses or controls more than one METAFLOA App, all of said User METAFLOA Apps, including User's original METAFLOA App, may be frozen pending investigation. Upon completion of the investigation, METAFLOA may determine, in its sole discretion, to terminate the Users METAFLOA App and User from METAFLOA Platform. In addition, upon completion of the investigation, METAFLOA may, in its sole discretion, permit the User to keep multiple METAFLOA Apps or consolidate METAFLOA Apps. When an METAFLOA App is frozen, the User may be prohibited from performing any transactions via the METAFLOA App. METAFLOA shall not be responsible for any losses or damages resulting from a suspension and/or termination of a Users account for violating the Terms and Conditions.

**1.5.10.** For initial signup for the METAFLOA App, all Users need to provide a valid email address and password. If a User receives an award of any type from METAFLOA, the User must, when and as requested, supply METAFLOA with additional identification information to verify the User's identity ("KYC Information") to receive the award. User represents that METAFLOA has permission to share information with our designated KYC Partners ("KYC Partners") and all User KYC Information provided is true and accurate and shall immediately update such information in the User's METAFLOA App or by notice to METAFLOA, upon any changes to such information. METAFLOA reserves the right to terminate Users METAFLOA App, withhold any award and/or suspend performance hereunder immediately on determining: (i) any User KYC Information is false, inaccurate, misleading or out of date and/or (ii) User does not get approved by the KYC Partner.

## **2. PAYMENT TERMS**

**2.1. Annual License and Monthly Service Fees.** The User shall pay a one-time METAFLOA Node license fee. METAFLOA and any of its affiliates or third parties may be the party that sells the software or hardware for any METAFLOA Node.

**2.2. Software License.** The User may be required to enter into a software license agreement with METAFLOA or any third party for the use of any required software for each METAFLOA Node. The User shall pay all associated software license fees.

**2.3. Equipment Purchase.** The User may enter into an equipment purchase agreement as it relates to the purchase of any hardware for an METAFLOA Node. The User is not required to purchase such hardware, but may use any equipment technology (e.g. computer, GPU, cell phone, or other technology) that can appropriately and safely access and connect to the METAFLOA Blockchain.

**2.4. Maintenance and Hosting Fees.** METAFLOA may refer the User to one or more third-party hosting companies that may or may not be affiliated with METAFLOA. If the User elects and is part of a separate hosting agreement, the User may be required to pay certain data center operations, maintenance and power fees ("Maintenance Fees").

**2.5. Blockchain Transaction Fees.** The delivery and receipt of any of the User's NFT or digital rewards through the METAFLOA App may be subject to network or transaction fees charged by the blockchain associated with the User-selected algorithm ("Blockchain

Transaction Fees”), which are non-refundable. Blockchain Transaction Fees are paid to emit, record, verify, and process a transaction on the blockchain. Any withdrawal or transfer of the User’s NFT or digital reward are subject to Blockchain Transaction Fees.

**2.6. Other Third-Party Fees.** Certain digital apps, app addresses, tools, and third-party software and devices (“Third-Party Fees”) used by the User may also charge the User a fee, including a per transaction or transfer fee, which are non-refundable. The User is responsible for satisfying any such fee(s). The User should note that any such fees may significantly reduce the User’s rewards and therefore the User is responsible for managing the selection, use, rate and frequency of their receipt of rewards to any such Third-Party Fees.

**2.7. Taxes.** The User is responsible for any taxes, and the User will pay for METAFLOA Services without any reduction for taxes. If the User is required by law to withhold any taxes from its payments to METAFLOA, the User must provide METAFLOA with an official tax receipt or other qualified documentation to support such withholding, including value added tax (“VAT”), if applicable. The User will be liable to pay (or reimburse METAFLOA) for any taxes, interest, penalties or fines which may arise from any mis-declaration made by the User. The User shall pay METAFLOA for all taxes and governmental fees METAFLOA is required to collect or pay upon sale or delivery of METAFLOA Services.

POTENTIAL USERS OF NFTS OR DIGITAL REWARDS, INCLUDING BUT NOT LIMITED TO METAFLOA REWARDS, ARE FOREWARNED OF POSSIBLE FINANCIAL LOSS AT THE TIME SUCH REWARDS ARE EXCHANGED FOR FIAT CURRENCY DUE TO AN UNFAVORABLE EXCHANGE RATE. MOREOVER, A FAVORABLE EXCHANGE RATE AT THE TIME OF EXCHANGE MAY RESULT IN A TAX LIABILITY. USERS SHOULD CONSULT A TAX ADVISOR REGARDING ANY TAX CONSEQUENCES ASSOCIATED WITH THE PURCHASE, SALE, TRADE, RECEIPT OR OTHER USE OF DIGITAL REWARDS.

**2.8 Refunds.** All sales are final. METAFLOA does not offer any refunds or money back guarantees on any or all METAFLOA Services, unless otherwise specified herein. User recognizes and agrees that User will not be entitled to a refund for any purchase under any circumstances. THE COMPANY MAKES NO WARRANTIES REGARDING THE PERFORMANCE OR OPERATION OF THE WEBSITE or METAFLOA Services.

### 3. USER OBLIGATIONS

**3.1. Software and Equipment Allocation.** The User is responsible for the allocation of the User’s software and equipment and selected optimization decisions. The User acknowledges that METAFLOA is not responsible for the selection or timing of blockchain protocols, nor is METAFLOA responsible for the protocols selected for use in connection with METAFLOA Services. The User is solely responsible for these decisions and shall monitor and allocate strategies through the User’s METAFLOA App. The User acknowledges that the node transactions on any blockchain may vary and will not be uniform across each METAFLOA Node.

**3.2. Log-in Credentials.** The User represents and warrants that the User is responsible for the preservation of confidentiality of the User’s login credentials on the METAFLOA App and any other login for the METAFLOA Services. Login credentials generated for the User by METAFLOA are for the User’s internal use only and the User is strictly prohibited from selling, transferring, or sub-licensing them to any other entity or person.

**3.3. Blockchain Network Risk.** The User represents and warrants that the User accepts the risks of blockchain protocol and network, including instability, congestion, high transaction costs, hacking, network latency, information security, regulatory risk, and technological and operational error. The User understands these risks may result in delay or failure to process transactions and potentially high Blockchain Transaction Fees or Third Party Fees. The User represents and agrees that METAFLOA is not responsible for any diminished METAFLOA Services, related features, or capabilities resulting from blockchain network risk. In the event of a material increase or decrease to Blockchain Transaction Fees, Third Party Fees, or operational degradation, congestion, failure, or other disruption of the blockchain network used by the User, METAFLOA may, at its sole discretion and upon notice to the User, make any adjustments to the METAFLOA Services.

**3.4. Blockchain Modification Risk.** The User represents and warrants that the User is familiar with and accepts the risks associated with blockchain development and code changes. Blockchain technologies are still under development and may undergo significant changes over time. Blockchain contributors may make changes to features and specifications of the algorithm selected by the User, and may fork the METAFLOA Blockchain protocol. Such changes may include or result in the elimination or support for specific algorithms and applications.

**3.5. Trade Compliance.** User shall comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to European Union and U.S. companies, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control and the European Union's Common Foreign and Security Policy (collectively, "Trade Sanctions Laws"). The User represents and warrants that the User and the User's financial institutions, or any party that owns or controls the User or the User's financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign as Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

**3.6 Compliance with Local Laws and Regulations.** User shall not attempt to purchase any METAFLOA products restricted by local laws and regulations. METAFLOA may from time to time geoblock or otherwise restrict access to this site as necessary to ensure compliance with laws and regulations. METAFLOA is not responsible for any loss as a result of such compliance with local laws and regulations.

**3.7 Ownership Restrictions.** User acknowledges and agrees that METAFLOA, any data provider, digital content provider, or third party contact provider (or, as applicable, any licensors) own all legal right, title and interest in and to all elements of their respective intellectual property rights therein. The visual interfaces, graphics (including, without limitation, all art and drawings associated with the), design, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data, and all other elements of any content provided on the Site, METAFLOA App, or METAFLOA Blockchain are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All such intellectual property are the property

of its owners or licensors, and all trademarks, service marks, and trade names are proprietary to its owner or licensors. Except as expressly set forth herein, the use of the METAFLOA Services and METAFLOA App does not grant User any ownership of or any other rights with respect to any content, code, data, or other materials that you may access on or through the METAFLOA App. When a User purchases or owns a Platform Asset, the User owns the underlying NFT completely for as long as the User owns the Platform Asset, subject to the terms and restrictions of this Agreement and any accompanying license restrictions for the Platform Asset. Ownership of the NFT is mediated entirely by the smart contract and Ethereum Network (or any other applicable network): at no point may METAFLOA seize, freeze, or otherwise modify the ownership of the Platform Asset. The User acknowledges and agrees that while the User may own a Platform Asset, the underlying embedded intellectual property rights may be subject to certain licensing requirements, and METAFLOA can only convey such rights to Users so long as METAFLOA holds a valid license to the intellectual property. If such license terminates, METAFLOA, and by extension the User, may not have any rights to the underlying embedded intellectual property in the User's owned Platform Asset, and the underlying embedded intellectual property may be changed or removed at METAFLOA's determination.

**3.8 User Eligibility.** You must be at least 18 years old to use METAFLOA. By using the METAFLOA App and METAFLOA Services, you affirm that you are at least 18 years of age. Certain services may have additional eligibility requirements, which will be specified in the service terms.

**3.9 User Conduct.** METAFLOA values transparency and is committed to providing Users with the best experience levels. However, to protect METAFLOA's Users and comply with our legal obligations, METAFLOA reserves the right to take action, with or without advance notice, if METAFLOA believes the User has violated these Terms and Conditions. This may include but is not limited to: ban User; disable User ability to use the METAFLOA Services in conjunction with buying NFTs available on METAFLOA Site; disable User's ability to access METAFLOA Services; and/or other actions. Notwithstanding the foregoing, if User breaches this Section 3.9, User will not be entitled to a refund for any METAFLOA Services.

User agrees to not violate any law, contract, intellectual property or other third-party right, and that User is solely responsible for User's conduct and content, while accessing or using the METAFLOA Services. User further agrees that User will not:

- (i) use or attempt to use another User's Account without authorization from such User;
- (ii) pose as another person or entity, or use a wallet to engage in a transaction on METAFLOA App that is owned or controlled, in whole or in part, by any other person;
- (iii) confuse others, derive others' goodwill, or otherwise engage in name squatting;
- (iv) access METAFLOA Services from a different blockchain address and/or email address if METAFLOA has blocked any of User's other blockchain addresses and/or email addresses from accessing the METAFLOA Services, unless User has METAFLOA's written permission first;
- (v) distribute spam or unsolicited messages, including but not limited to, sending unwanted NFTs to other Users;
- (vi) use the METAFLOA Services – including but not limited to through disseminating any software or interacting with any API – that could damage, disable, overburden, or impair the functioning of the METAFLOA Services in any manner;



- (vii) bypass or ignore instructions that control access to the METAFLOA Services, including but not limited to, attempting to circumvent any rate limiting systems by using multiple API keys, directing traffic through multiple IP addresses, or otherwise obfuscating the source of traffic User sends to METAFLOA;
- (viii) use METAFLOA Services for commercial purposes inconsistent with these Terms and Conditions or any other instructions given by METAFLOA in the present or future;
- (ix) use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not expressly authorized by METAFLOA to access the METAFLOA Services, extract data, or otherwise interfere with or modify the rendering of METAFLOA pages or functionality;
- (x) reverse engineer, duplicate, decompile, disassemble, or decode any aspect of the METAFLOA Services, or any action that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, product, license, area, or code of the METAFLOA Services;
- (xi) sell or resell the METAFLOA Services in a manner that violates any law or contract, or in a way that attempts to circumvent any METAFLOA fee systems or rules;
- (xii) use the METAFLOA Services or data collected from METAFLOA Services for any advertising or direct marketing activity (including without limitation, email marketing, SMS marketing, and telemarketing) without our express authorization and approval;
- (xiii) use the METAFLOA Services for, or in connection with, money laundering, terrorist financing, or other illicit financial activity, or in any way in connection with the violation of any law or regulation that applies to User or to METAFLOA;
- (xiv) use the METAFLOA Services, directly or indirectly, for, on behalf of, or for the benefit of, (a) any natural or legal person that is the subject of Sanctions; (b) any natural or legal person located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; or (c) any legal person owned or controlled, directly or indirectly, by any natural or legal person located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction;
- (xv) use the METAFLOA Services to carry out any financial activities subject to registration or licensing, including but not limited to creating, offering, selling, or buying securities, commodities, options, or debt instruments;
- (xvi) user acknowledges that METAFLOA does not offer any securities and User shall not use the METAFLOA Services to create, sell, or buy NFTs or other items under the impression that it either gives owners or other Users rights to participate in an ICO or any securities offering, or that METAFLOA Services are redeemable for securities, commodities, or other financial instruments;
- (xvii) use the METAFLOA Services to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity;
- (xviii) use the METAFLOA Services to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items;
- (xix) infringe or violate the intellectual property rights or any other rights of others;
- (xx) use the METAFLOA Services for any illegal or unauthorized purpose, including creating or displaying illegal content, such as content that may involve unethical behavior, morally reprehensible actions, or encouraging or promoting any activity that violates these Terms and Conditions or any law, regulation or contract;
- (xxi) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;

- (xxii) use the METAFLORA Services in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying the METAFLORA Services;
- (xxiii) remove any copyright, trademark or other proprietary rights notices contained in or on the METAFLORA App or METAFLORA Blockchain or any part of it;
- (xxiv) reformat or frame any portion of the METAFLORA App;
- (xxv) create user accounts by automated means or under false or fraudulent pretenses;
- (xxvi) trick, defraud, or mislead METAFLORA or other Users, including but not limited to, for the purpose of attempting to learn sensitive account information;
- (xxvii) attempt to bypass any security measure of the Site;
- (xxviii) copy or adapt the Site; or,
- (xxix) disparage, tarnish, or otherwise harm, in METAFLORA's sole discretion, METAFLORA and/or the Site.

Notwithstanding the foregoing, it is in METAFLORA's sole discretion to determine if User has violated any of the above User Conduct guidelines.

**3.10 Representations Made By User.** User acknowledges and agrees that the METAFLORA Services, including but not limited to the METAFLORA Node and METAFLORA Reward, ARE NOT being sold as an investment by or of METAFLORA. THE USER UNDERSTANDS THAT ANY REPRESENTATIONS MADE BY THE USER AT ANY TIME THAT ANY OF THE METAFLORA SERVICES ARE AN INVESTMENT IN METAFLORA (OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IN GENERAL) TO OTHERS IN A DIRECT ATTEMPT TO MARKET METAFLORA SERVICES IN COORDINATION WITH SUPPLYING USER'S REFERRAL LINK IS A DIRECT BREACH OF THE TERMS & CONDITIONS. A determination of same will be made at the sole discretion of METAFLORA.

**3.11 METAFLORA NODE REPRESENTATIONS.** METAFLORA and the User recognize that the SOLE AND ONLY purpose of the METAFLORA Node is to support the METAFLORA Node Ecosystem. Nothing contained in this Agreement, exhibit to this Agreement, or any representation made outside of this Agreement, conveys on the User any ownership interests in METAFLORA or its subsidiaries, or interests otherwise in the METAFLORA (including, but not limited to voting rights in the METAFLORA), nor any expectation of profits from the efforts of the METAFLORA or its principals or subsidiaries. The User understands that while it may from time to time receive rewards in line with the distribution schedule of the METAFLORA Node Ecosystem ("Distribution Rewards") (subject to change), said reward is solely earned because of and as a direct result of work accomplished and performed by the User (i.e. work done by the METAFLORA Node). The User recognizes that if the User never actually run the METAFLORA Node, it will receive no rewards. It is anticipated that the METAFLORA Node will be able to be sold or transferred in the future as Non-Fungible Token, however, METAFLORA cannot and does not warrant or represent that the resale value of the Nodes will be higher than the purchase price should this event occur, nor that it will be legally possible to do so. Further, METAFLORA cannot and does not warrant or represent that there will ever be a resale value or capability of the METAFLORA Node.

**3.12 Rewarding Mechanisms.** If the User elects to engage in any rewarding mechanism (including, but not limited to, any mechanism that permits the User to participate in digital activities or use any METAFLORA Services on the METAFLORA App, Site or otherwise), the User

- (i) will be responsible to pay any and all sales, use, value-added or other taxes, duties and assessments now or hereinafter claimed or imposed by any governmental authority. The User will reimburse METAFLORE for all national, federal, state, local, or other taxes and assessments of any jurisdiction, including value-added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and
- (ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

User is solely responsible for determining what, if any, taxes apply to User and rewarding mechanisms, and any other transactions conducted by the User. METAFLORE does not act as a withholding tax agent in any circumstances.

User further understands and acknowledges that METAFLORE is not responsible, and User accepts sole responsibility for any and all missed METAFLORE Reward or otherwise, regardless of the source of any error, fault or otherwise. Any and all rewarding mechanisms in place (including, but not limited to, the method, amounts or otherwise) are not permanent and may or may not be changed at the sole discretion of METAFLORE at any time.

## 4. TERMINATION

**4.1. General.** METAFLORE may suspend or terminate the User's right to access or use METAFLORE Services immediately and without notice if:

- (i) METAFLORE determines the User's use of the METAFLORE Services poses a security risk to METAFLORE Services or any third party, could adversely impact METAFLORE, METAFLORE Services, METAFLORE Blockchain or any other METAFLORE users, or could subject METAFLORE, its affiliates, or any third party to liability, or could be fraudulent;
- (ii) the User is in breach of these Terms & Conditions;
- (iii) the User initiated a chargeback or dispute with respect to any payment or purchase of the METAFLORE Services;
- (iv) the User has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or
- (v) for any other reason at METAFLORE's discretion.

**4.2. Effect of Suspension.** If METAFLORE suspends the User's right to access or use any portion or all of the METAFLORE Services, the User shall remain responsible for all fees and charges the User incurs during the period of suspension, including any Maintenance Fees and Blockchain Transaction Fees; and the User may be in violation of the User's hosting agreement or the blockchain protocols, which may prevent or limit the User's entitlement or access to any results or rewards that may have occurred during the User's suspension of the METAFLORE Services. User agrees to pay any fee charged by METAFLORE to reconnect the METAFLORE Services.

**4.3. Effect of Termination.** If METAFLORE terminates the User's right to access or use any portion or all of the METAFLORE Services, then all of the User's rights under these

Terms & Conditions immediately terminate and the User shall remain responsible for all fees owed to METAFLOA incurred through the termination date.

## 5. PUBLICITY

The User is permitted to state publicly that it is a customer or user of METAFLOA, consistent with any Trademark Guidelines which may be adopted by METAFLOA from time to time. The User agrees to abide by the Privacy Policy and Code of Conduct of METAFLOA.

## 6. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that:

- (i) it has full power, legal capacity, and authority to enter into these Terms & Conditions; and
- (ii) it will comply with all laws and regulations applicable to its provision or use of METAFLOA Services. If User provides any information that is untrue, inaccurate, not current, or incomplete, METAFLOA has the right to suspend or terminate User's account and refuse any and all current or future use of the METAFLOA Services.

## 7. DISCLOSURES & RISKS

**7.1 Notification.** METAFLOA notifies each User of certain disclosures and risks associated with blockchain NFT and digital rewards and their associated technology and protocols. METAFLOA Services are not an investment product, and no action, notice, communication by any means, or omission by METAFLOA shall be understood or interpreted as such. METAFLOA has no influence whatsoever on the METAFLOA Blockchain, the transactions and consensus protocols, or the NFTs or digital rewards, including the METAFLOA Reward. Ownership of a METAFLOA App or METAFLOA Node or the use of METAFLOA Services does not represent or constitute any ownership right or stake, share or security, debt or equivalent right, or any right to receive any future revenue or form of participation in or relating to any blockchain or digital reward, including the METAFLOA Blockchain or METAFLOA Reward.

**7.2 Digital Rewards.** Digital rewards are not considered legal tender, are not issued or backed by any government, and have fewer regulatory protections than traditional currency. Moreover, digital rewards are not insured against theft or loss by any insurance corporation or any investor protection, including the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.

**7.3 Market Risk.** The value of NFTs, METAFLOA Nodes and digital rewards are derived from supply and demand in the global marketplace, which can rise or fall independent of any government currency. Holding NFTs, METAFLOA Nodes and digital rewards carries exchange rate and other types of risk. The value of NFTs, METAFLOA Nodes and digital rewards may be derived from the continued willingness of market participants to exchange traditional government currency for digital rewards, which may result in the potential for permanent and total loss of value of a particular digital reward should the market disappear. The volatility and unpredictability of the price and value of NFTs, METAFLOA Nodes and digital rewards, relative to government currency, may result in significant loss over a short period of time. METAFLOA cannot guarantee or warrant the value of any NFT, METAFLOA Nodes or digital rewards, including the METAFLOA

Reward, and explicitly warns the User that there is no reason to believe that any NFT, METAFLOA Node or METAFLOA reward will increase in value, and that they may hold no value, decrease in value, or entirely lose value.

**7.4. Regulatory Risk.** Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of virtual NFTs and METAFLOA rewards. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact the METAFLOA Services in various ways, including, for example, through a determination that any of the above are regulated financial instruments that require registration. METAFLOA may cease any distribution of any of the above, the development of the METAFLOA platform or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so. The industry in which METAFLOA operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental, quasi-governmental, regulatory or other similar types of (including banking) authorities will not examine the operations of METAFLOA and/or pursue enforcement actions against METAFLOA. Such governmental activities may or may not be the result of targeting METAFLOA in particular. All of this may subject METAFLOA to judgments, settlements, fines or penalties, or cause METAFLOA to restructure its operations and activities or to cease offering certain products or services, all of which could harm METAFLOA's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the METAFLOA Services.

**7.5 Technology Risk.** Virtual NFT and digital cryptocurrency transactions may be irreversible and losses due to fraudulent or accidental transactions may not be recoverable. Some virtual transactions are deemed to be made when recorded on a public ledger, which may not necessarily be the date or time the user initiated the transaction. The nature of such virtual transactions may lead to an increased risk of fraud or cyber-attacks.

**7.6 Changes to METAFLOA Node Network.** METAFLOA and User recognize that from time to time amendments will be made to the METAFLOA Node Network.

The User specifically understands that there may come a time when METAFLOA made an amendment that is not in or in direct opposition to the User's best interests, financial or otherwise (including, but not limited to a change in the METAFLOA issuance determination), and the User has no legal recourse against METAFLOA. METAFLOA and the User both agree that one such Amendment may be to change the specifications, including, but not limited to the internet connection, Random Access Memory, Central Processing Unit requirements, extra space, and any other requirements needed to run the Nodes (the "Specifications"). METAFLOA and User further agree that while the Specifications may be minimal on the effective date of this Agreement, this is subject to change through the Amendment. While METAFLOA does represent and covenant that the METAFLOA Node will always be able to be run using the current specifications, METAFLOA does not and cannot represent or covenant that any rewards earned (financial or otherwise) for doing so are not subject to change.

**7.7 AI Disclaimer.** Our platform utilizes artificial intelligence to enhance user experience and provide data insights. This AI is powered by a mix of open-source models and our own proprietary technology. While we strive for accuracy, please note that the AI-generated content and insights may not be entirely error-free or exhaustive. We encourage users to verify any AI-generated recommendations or conc

## **8. DISCLAIMER.**

EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE TERMS & CONDITIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, METAFLORE, ITS AFFILIATES, AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. METAFLORE, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION, FAILURE TO STORE, OR ANY LOSS OF ANY USER DATA, INCLUDING BLOCKCHAIN DATA, NFT AND DIGITAL REWARDS DERIVED, MAINTAINED, OR TRANSMITTED THROUGH USE OF METAFLORE SERVICES. THE USER IS SOLELY RESPONSIBLE FOR SECURING ITS CUSTOMER DATA AND DIGITAL REWARDS. NEITHER METAFLORE, ITS AFFILIATES, NOR ITS SUPPLIERS, WARRANTS THAT THE OPERATION OF METAFLORE SERVICES, METAFLORE NODE NETWORK, METAFLORE BLOCKCHAIN, OR ANY OTHER SUPPORTED BLOCKCHAIN WILL BE ERROR-FREE OR UNINTERRUPTED. METAFLORE, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSSES OR OPPORTUNITY COSTS RESULTING FROM BLOCKCHAIN NETWORK AND PROTOCOL OR THIRD-PARTY SOFTWARE ISSUES, WHICH MAY IN TURN RESULT IN THE INABILITY TO PROCESS TRANSACTIONS ON ANY BLOCKCHAIN AT ALL OR WITHOUT INCURRING SUBSTANTIAL FEES.

## **9. LIMITATION OF LIABILITY**

**9.1. Limitation of Indirect Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER METAFLORE NOR ITS AFFILIATES, ITS SUPPLIERS AND THE USER SHALL NOT BE LIABLE UNDER THESE TERMS & CONDITIONS FOR LOST REVENUES, OPPORTUNITY COSTS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF METAFLORE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO VIOLATIONS OF METAFLORE'S INTELLECTUAL PROPERTY RIGHTS, INDEMNIFICATION OBLIGATIONS, OR THE USER'S PAYMENT OBLIGATIONS.

**9.2. Limitation of Amount of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER METAFLORE NOR ITS AFFILIATES OR ITS SUPPLIERS, MAY BE HELD LIABLE UNDER THESE TERMS & CONDITIONS FOR MORE THAN THE AMOUNT PAID BY THE USER TO METAFLORE UNDER THESE TERMS & CONDITIONS FOR THE 12 MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, MINUS ANY REWARDS GENERATED OR RECEIVED BY THE USER AS A RESULT OF THE USE OF METAFLORE SERVICES.

## 10. INDEMNIFICATION

Unless prohibited by applicable law, the User will defend and indemnify METAFLOA, its affiliates or its suppliers against any settlement amounts approved by the User and damages and costs finally awarded against the User and METAFLOA's affiliates or METAFLOA's suppliers by a court of competent jurisdiction in any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding) to the extent arising from the User's use of METAFLOA Services.

## 11. MISCELLANEOUS.

**11.1. Assignment.** The User will not assign or otherwise transfer the User's rights and obligations under these Terms & Conditions, without the prior written consent of METAFLOA, which may be unreasonably withheld. Any assignment or transfer in violation of this section will be void. At any time and without the need for User's consent, METAFLOA may assign any obligation, right and these Terms & Conditions. Subject to the foregoing, these Terms & Conditions will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns. The User may not merge these Terms & Conditions with any other agreements with which METAFLOA may be a party.

**11.2. Third-Party Communications.** METAFLOA disclaims all liability for any communications directed to you from any third-party directly or indirectly in connection with the Platform that you may receive, and any actions you may take or refrain from taking as a result of such communications. User is solely responsible for assessing and verifying the identity and trustworthiness of the source and content of such communications. METAFLOA assumes no responsibility for verifying, and makes no representations or warranties regarding, the identity or trustworthiness of the source or content of any such communications.

**11.3. Disputes.** Any dispute, controversy, difference or claim arising out of or relating to these Terms & Conditions or relating in any way to the User's use of METAFLOA sites or METAFLOA Services, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to these Terms & Conditions the parties may agree to first attempt mediation before a single mediator, administered by the International Centre for Dispute Resolution under its mediation rules, to be held in any location agreed to by the parties, or Las Vegas, Nevada, USA in the English language. If the parties do not agree on mediation, the matter shall be referred to and finally resolved by arbitration before a single arbitrator to be held in Las Vegas, Nevada, USA administered by the International Centre for Dispute Resolution in accordance with International Dispute Resolution Rules. The decision of the arbitrator is final and binding on the parties, and enforceable in a court of competent jurisdiction. The prevailing party shall be entitled to costs and reasonable attorneys' fees for the arbitration. Notwithstanding the foregoing METAFLOA and the User agree that METAFLOA may bring suit in any court of law to enjoin infringement or other misuse of METAFLOA's intellectual property rights. Any disputes that may arise beyond the scope of the arbitration provision shall be exclusively subject to the State or Federal Courts located in Las Vegas, Nevada, USA. The User and METAFLOA consent to personal jurisdiction in those courts. CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED

CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY “CLASS ACTION WAIVER”). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. USER ACKNOWLEDGES THAT, BY AGREEING TO THESE TERMS, EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

**11.4. Entire Agreement.** These Terms & Conditions sets out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into these Terms & Conditions, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in these Terms & Conditions. The terms may be updated on METAFLOA sites.

**11.5. Force Majeure.** METAFLOA and any of its affiliates or third parties will not be liable for any failure or delay in performance of obligation under these Terms & Conditions where the failures or delay results from any cause beyond reasonable control, including, but not limited to:

(i) Acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

(ii) The imposition of restrictions and sanitary measures, by foreign governments or the National Government, within the framework of outbreaks, sanitary emergencies, epidemics or pandemics (including the COVID-19 pandemic in any of its variants), as well as delays caused by these, provided that they effectively affect the service object of this Contract.

(iii) Force Majeure events include, but are not limited to, upgrades to the validation rules of a given blockchain (e.g., a “hard fork” or “soft fork”).

**11.6. Governing Law.** Any claim or dispute between the User and METAFLOA arising out of or relating to the User’s use of METAFLOA sites, METAFLOA Services, or these Terms & Conditions, in whole or in part, shall be governed by the laws of the State of Nevada, USA without respect to its conflict of laws provisions. The 1980 United Nations Conventions on Contracts for the International Sale of Goods does not govern these Terms & Conditions.

**11.7. Language.** All communications and notices made or given pursuant to these Terms & Conditions must be in the English language. If we provide a translation of the English language version of these Terms & Conditions, the English language version will control if there is any conflict.

**11.8. Notices to the User and METAFLOA.** METAFLOA may provide any notice to the User under these Terms & Conditions by:

(i) posting a notice on METAFLOA Site; or

(ii) sending a message to the email address associated with the User’s account. Notices provided on METAFLOA Site will be effective upon posting and notices provided by email will be effective when the email is sent. It is the User’s responsibility to keep the User’s email address current. To give METAFLOA notice under these Terms & Conditions, the User must contact METAFLOA by support@mtfl.xyz. METAFLOA may update the address for notices by posting on the METAFLOA Site.



**11.9. Severability.** If any portion of these Terms & Conditions is held to be invalid or unenforceable, the remaining portions will remain in full force and effect.