# METALERSE

# **TERMS OF SERVICE**

Last revision: 1 December 2023

- Please read these Terms of Service carefully as they contain important information and affect your legal rights. You shall choose to accept or reject these Terms of Service. By clicking to accept and using the Service offered, you are deemed to fully understand and agree to be bound by these Terms of Service and all the documents incorporated herein by reference including any amendments that we may make to these terms from time to time. If you don't agree to these terms or refuse to recognize the right of the platform to make unilateral amendments to these terms at any time, you shall promptly stop using and cease to access the platform.
- The provisions of these Terms of Service also apply to the Terms of Limited License as part of our Services.

For the convenience of wording in these Terms, the Platform is collectively referred to as "we" or other applicable forms of first-person pronouns in these Terms of Service. All visitors who log on to this Platform shall be referred to as "you" or any other applicable forms of the second-person pronouns. You and we may be collectively referred to as "both parties", and individually as "one party" herein.

## § 1. DEFINITIONS & INTERPRETATION

- 1.1. To protect your rights and interests, you should carefully read and fully understand all the terms and conditions set up in this agreement and all affiliated documents before you voluntarily register to use the Platform services. Upon your registration with the Platform or use of the Platform it shall be deemed that you fully understand and accept this agreement and all subsequent amendments that we may make thereto at any time; and if you breach this Agreement, you shall be held contractually responsible for all legal consequences of such breach.
- 1.2. The following terms and expressions shall have the meanings ascribed to them below:

Terms	This agreement concluded between you and Reality Metaverse and all agreements, clauses, annexes, appendices, exhibits, and any other documents mentioned in this agreement, such as but not limited to Privacy Policy or Terms of Limited License.
Reality Metaverse	Reality NFT Limited – a company organized and existing under the laws of the

British Virgin Islands, with its registered office at Intershore Chambers, Road



Town, Tortola, and entered into the commercial register under number 2110969.

- Services all services provided by us to you under the terms of these Terms and affiliated documents.
- Platform
   is an information intermediary system publicly accessible via the website: http://realitymeta.io/ operated by the Reality Metaverse. Technically, the Platform is a graphic interface that facilitates using smart contracts on Blockchain Network.
- User a person who has registered an Account, accepted these Terms of Service, and accessed the Platform.
- Account means an individual account of the User assigned to the User for performance of and record the User's various actions on the Platform, generated upon a User's registration with the Platform.
- Blockchainshall mean the distributed database, which maintains a constantly growing list<br/>of records, called blocks, providing a clear and reliable basis for automatic<br/>contract execution and transfers resulting from actions in real time.
- Walletshall mean the type of address owned by you on the Blockchain that supportsapplicable token standard, which is linked by you to the Platform.
- Smart Contract
   A smart contract is a transaction protocol that is intended to automatically execute, control, or document events and actions according to the terms of a contract or an agreement.
- Utility or Utilities
   various services provided by Reality Metaverse and associated with obtaining the right to the Reality Metaverse NFT.
- NFT, Token, Reality a unique digital identifier that cannot be copied, substituted, or subdivided, thatMetaverse NFT or is recorded in a blockchain and minted by Reality Metaverse.Reality NFT
- Loot boxspecial packages that contain a random fraction of NFT. Every Loot box<br/>contains one fNFT (fraction of NFT).
- Daily Deal, Top Offerspecial package of fNFTs which contains certain number of fraction of NFTs<br/>which are determined, they are available for the certain time.
- Digital Artwork
   a work of authorship defined and protected by copyright law of the British Virgin

   Islands, indicated in the metadata of the Reality Metaverse NFT Token.
- Offer
   shall mean the User's declaration of intent in respect to executing a

   Transaction and concluding a Token Sale Agreement with the Reality



Metaverse, setting forth the relevant terms of the Transaction and the provisions of the Token Sale Agreement

 Transaction
 shall mean the effecting Token transfer from the Reality Metaverse or User

 to the User in return for Funds. Transaction details are saved in the Polygon network.

Funds RMV or USDC tokens.

- 1.3. Unless it is agreed otherwise herein, should there be any conflict or inconsistency between the documents hereunder, the validity of the documents shall be prioritized in the following order, to resolve such conflict or inconsistency:
  - 1.3.1. Terms of Service,
  - 1.3.2. Terms of Limited License,
  - 1.3.3. Privacy Policy,
  - 1.3.4. other agreements, rules and guidelines as may be implemented from time to time.

## § 2. GENERAL INFORMATION

- 2.1. Platform allows its Users to advertise interest in buying and selling Reality Metaverse NFTs on their own behalf. Acting as a mere technical service provider that lies between you (the User) and the other User(s) we gather and distribute information you and another User delivered to us. We intercept the information request from you, provide the technical assistance, and forward the request to the other User and vice versa. Technical framework of our Platform assists you in connecting with other Users and moving information you need from your Account to an Account of another User either in confidence or in public way in the form and manner actually provided by the Platform (i.e. information about your Tokens, the number of Tokens and the estimated value, price or bid for your Token in the "buy now" or auction-like manner).
- 2.2. Those who choose to access the Service from locations outside the British Virgin Islands do so, to the extent permitted by applicable law and regulations, on their own initiative and are responsible for compliance with applicable local laws. The Service provided by the Platform shall not be understood or used to make offers to Users in any country or region that determines that the Service provided by the Platform is illegal.



## § 3. OUR SERVICES

- 3.1. The Platform provides the following Services to Users who have completed their registration with the Platform:
  - 3.1.1. temporary store, display, release and/or receiving (transfer) of information provided by the User,
  - 3.1.2. providing access to the Account and Utilities,
  - 3.1.3. customer services (i.e., dealing with technical queries about your information release or receipt from other Users),
  - 3.1.4. technical and management services ensuring the normal operation of the Platform,
  - 3.1.5. other information facilitation services, subject to the content of the services provided by the Platform.
- 3.2. We agree that all items of information are proprietary to the User or such third party, as applicable, and shall remain your sole property or such third party. Our Services do not change the proprietary and legal status of your information. Therefore, release by us to other User of any of information delivered by you does not constitute transfer of any rights, especially rights to your Token (if any), in a way that results in a contract.
- 3.3. We are not a party to any agreement between you and any other User, which especially means that we are not engaged of effecting any transactions on your account, on your behalf or on the behalf or account of other Users you are communicating with via the Platform. You bear full responsibility for verifying the identity, legitimacy, and authenticity of Token that you intend to purchase from third-party sellers outside the Platform and we make no claims about the identity, legitimacy, functionality, or authenticity of information (and any content associated with such information such as Token or user specific information) visible on the Service. The same applies to your responsibilities in case of selling scenario.
- 3.4. We are only responsible for reviewing the text of information received from you and does not guarantee or assume any responsibility for the accuracy, completeness, or legality of such information. The Users shall make decisions based on their independent judgment and shall engage their own advisors and/or conduct their own research when communicate via the Platform with other Users. If Users conduct digital asset transactions outside the Platform based on such information, the risks arising there from shall be borne exclusively by the Users themselves, and the Users have no right to propose any legal claim to the Platform based on such risks. Any dispute

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between a User and the digital asset owner arising from or related to transaction shall be settled by and between the parties to the dispute themselves, and the Platform shall not bear any transaction risk or legal liability whatsoever.

- 3.5. Platform is only the temporary information exchange ledger and a graphic framework. The Service of transmitting or displaying information that we supply to you is not normally continued over any length of time, so that, after having transmitted the information, we no longer have any control over that information and the way you and the other User act with this information. It is only up to you whether you continue communication outside the Platform and following that conclude the agreement outside the Platform with other User using the information communicated via the Platform or not. Accordingly, we are not able to take any action to remove your information from public domain or disable access to it later after you reveal the information via our Platform.
- 3.6. Except for the Services and the technical services announced by the Platform, the Platform cannot provide any investment, legal, taxation or other professional opinions to the Users in connection with digital asset transactions. Moreover, any information, discussion, analysis, price, and other information provided by the Platform are general comments and do not amount to advice to the Users in connection with any digital asset transaction. A User that needs any professional advice should consult relevant specialists for advice on investment, law, taxation, or other professional advice or indirect losses (including any loss of profits) caused by User's reliance on the above-mentioned general comments.

# § 4. USING THIRD PARTY SERVICES AND CONTENT

4.1. Since we serve as online "notice board" and not an intermediary or an agent, you need to use a third-party Wallet provider to transact on the Blockchain. Nevertheless, all NFTs are recorded in a distributed ledger registry, so there is no need to use our Service to acquire a Reality Metaverse NFT.

# § 5. USING OUR SERVICES

- 5.1. You must sign up for the Platform by connecting your Wallet before you can use the Services.
- 5.2. You must be at least 18 years old and have full legal capacity under the applicable law of your country or state to register and use your Account.



- 5.3. User Account registration of institutional persons and other legal entities is strictly prohibited.
- 5.4. By clicking the "I agree to Reality NFT's Terms of Service" button, you shall be deemed as having agreed to the entire content of the Terms, and you be bound by these Terms. If you do not meet the requirements mentioned in these Terms, then the Platform reserves the right to delete, block, ban, or permanently freeze your account and to hold you accountable.
- 5.5. You agree to provide such information as your wallet number, username, and email address. The Platform reserves the right to change the list of required information you provide, at its sole discretion and at any time.
- 5.6. It's prohibited to hold more than one Account and/or transfer your Account to another person.
- 5.7. All activities conducted on your Account will be deemed and treated as if they were conducted by you, the registered Account holder.
- 5.8. Each User is obliged to:
  - 5.8.1. register with the Platform and use the Platform only for the purpose of advertising the User's own Tokens, and does not have any intention to use the Platform to violate any law or regulation or undermine the transferring order of information via the Platform,
  - 5.8.2. provide truthful, up-to-date, valid, and complete information as is required by the Platform; especially this proving the full right, power, and authority of the User to agree to these Terms,
  - 5.8.3. guarantee and undertake that the advertised Tokens which are subject of User's information and/or the User referees to in their communication through the Platform are from legal sources and has not been derived from any illegal activities or means,
  - 5.8.4. maintain and update the User profile and ensure that it is true, up-to-date, valid, and complete,
  - 5.8.5. not being a resident of any of the jurisdictions that the Platform has deemed to be high risk or restricted due to any reason (such list may be updated from time to time at the Platform's sole discretion). The list of prohibited countries may be found in Appendix A.

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- 5.8.6. be compliant with all applicable laws to which you are the subject and your access to the Platform or utilization of Services thereof does not breach any of such applicable law or regulation in the jurisdiction in which you are residing (any laws restricting the sale, purchase, holding, or dealing with, digital assets).
- 5.8.7. be compliant with all rules issued and updated by the Platform from time to time, especially Privacy Policy and Terms of Limited License, including announcements, product flow descriptions, Platform project descriptions, risk alerts, and so on.
- 5.8.8. not being a subject to any financial sanctions, embargoes or other restrictive measures imposed by the United Nations, European Union, any EU country, UK Treasury or US Office of Foreign Assets Control (OFAC), or any governmental authority in any jurisdiction.
- 5.9. If you violate any your undertakings under this Paragraph:
  - 5.9.1. the Platform has the right to adopt such measures as suspending or deletion of the User's Account with the Platform and refusing to allow the User to use part or all the functions of the Platform Services. In this case, the Platform shall not be held responsible in any manner whatsoever and the User agrees to bear all direct or indirect expenses or losses arising therefrom,
  - 5.9.2. if the Services cannot be provided or any error occurs in the provision of such Services due to the User's failure to update their profile or provide the necessary information requested by the Platform, the User may not use it as an excuse for refusing to pay for Services or canceling a Transaction, and the Platform shall not bear any responsibility whatsoever; and all consequences shall be borne exclusively by the User,
  - 5.9.3. the User shall bear all direct or indirect losses and adverse consequences arising from the User's breach of any of the undertakings; all illicit gains that the User may gain from such breach shall be deducted, and the Platform reserves the right to hold Users accountable.

# § 6. ACCOUNT SECURITY AND MANAGEMENT

- 6.1. You are solely responsible for maintaining the confidentiality and security of your Account.
  - 6.2. Users shall not disclose their Accounts, any other accounts leading to Platform Accounts, or passwords to any other person, nor shall they use the accounts or



passwords of any other person. If the account of a User is illegally used by any other person due to factors not attributable to the Platform, e.g., hacking, virus, or negligence on the part of the User, the Platform will not assume any responsibility whatsoever.

- 6.3. Users are prohibited from giving, lending, renting out, transferring, or otherwise disposing of the Platform Account to any third party without the consent of the Platform.
- 6.4. The Users confirm that all their conduct on the Platform after they log into the Platform using their Accounts shall represent the Users themselves. The electronic information records generated by the operation of the Users' accounts are all valid evidence of the Users' conduct, and the Users shall bear all the responsibilities arising therefrom.
- 6.5. The Users shall adopt appropriate measures to ensure the security of their Accounts after the Platform notifies the Users of foreseeable security risk.
- 6.6. Where any person uses the Account of a User without due authorization, the Platform reserves the right to hold the User liable.
- 6.7. Where the Platform deems on its unilateral and independent judgement that any event that undermines the security of communication within the Platform may arise, the Platform shall have the right to suspend, interrupt or terminate all or part of the User Services (including fee-based services) provided to the User under these Terms, remove or delete registration information of such User, without notifying such User and without assuming any responsibility to such User or any third party. The events include:
  - 6.7.1. if the Platform believes that the information provided by the User is not authentic, valid, or complete, e.g., where the User registers with the Platform based on identity information of any other person that the User uses without due authorization, or the information provided by the User for verification is inconsistent with relevant facts,
  - 6.7.2. the Platform uncovers any abnormal activity of the User, or any Transaction by the User is suspicious or may be illegal,
  - 6.7.3. the Platform believes that the User's account is suspected of being involved in money laundering, cash-out, pyramid selling, fraudulent use or other situations that the Platform believes are risky or unlawful,
  - 6.7.4. the Platform discovers that the User uses any illegal or improper technical means to engage in any activity that endangers the security of information exchange, including tampering with Transaction data, stealing customer information, stealing Transaction data, attacking other Accounts through the Platform, and so on,



- 6.7.5. the Platform believes that the User has violated any of the rules under these Terms or the spirit thereof,
- 6.7.6. any other circumstances under which the User breaches these Terms,
- 6.7.7. other circumstances under which the Platform, based on its sole judgment, needs to suspend, interrupt, or terminate all or part of the User services (including fee-based services) provided to Users under these Terms and remove or delete the registration information on the ground of transaction security and other reasons.
- 6.8. The User agrees that the suspension, interruption, or termination of the User's account does not represent the termination of the User's responsibilities. The User shall still be liable for any possible breach of these Terms or damages that may arise due to or in connection with such User's conduct during the time when such User uses the Services provided by the Platform; furthermore, the Platform may continue keeping relevant information of the User.

# § 7. USER AUTHENTICATION

- 7.1. If there is a legitimate need, we may do anything that deems necessary to identify Users, verify them, and investigate Transactions, or comply with any applicable law or regulation. We may ask any User to send us identification documents, such as an ID card, passport, driving license or similar. If you refuse to provide your identification documents, we may delete, block, ban, cancel, or freeze your Account.
- 7.2. Before or after a User's registration with the Platform, the Platform shall have the right to require the User to provide more information or data in accordance with the requirements of any of the applicable laws, regulations, rules, orders and other regulatory documents of the country or region where the User is located. The User should cooperate with the Platform by and shall be responsible for, submitting the requisite information or materials and adopting reasonable measures to meet the requirements of local regulatory requirements.
- 7.3. The Platform shall have the right to terminate the registration of a User as such or terminate the User's access to their account with the Platform (in its sole and absolute discretion) if the Platform finds out that the User is not suitable for Transaction or Services and/or if the Platform is of the view (in its sole and absolute discretion) that the User has breached any of the terms of these Terms.
- 7.4. Except where prohibited by law, all documentation must be provided in English. Any documents provided in a language other than English will not be considered properly



provided. If you do not provide the information within the timeframe indicated by us, your Account may be freezed, banned, canceled, blocked, or deleted. In the event the information and documents you provided are not up-to-date, complete, or accurate, you must provide the relevant documents immediately.

- 7.5. The Platform has the right to rely on the information provided by the User and it is User's responsibility to deliver truthful information.
- 7.6. You agree that the collection and verification of the documents and information referred to in this paragraph and elsewhere in the Terms may be carried out by third parties who have been authorized to do so, by us.
- 7.7. Notwithstanding the other terms and conditions of these Terms, the Platform has the discretion to determine whether a User can pass the Platform User authentication referred to in this paragraph and whether to cancel the registration of the User who has already been authenticated. The Platform has the right to refuse to permit or cancel the registration of any User and has no obligation to inform the User of the reason for rejecting the registration thereof. The Platform does not bear any direct or indirect losses suffered by the User due to the Platform's refusal to permit the registration of such User, and the Platform reserves the right to hold the User accountable.

#### § 8. YOUR PRIVACY

8.1. Please refer to our Privacy Policy for information about how we collect, use, and share personal data. By submitting personal data through our Service, you agree to the terms of our Privacy Policy, and you expressly consent to the collection, use, and disclosure of your personal data in accordance with the Privacy Policy.

## § 9. CONNECTING YOUR WALLET

- 9.1. Each Blockchain Transaction is made in an external distributed ledger register, therefore, to purchase any NFT (as they are also recorded in the distributed ledger register), you must have and connect a Wallet. If you don't, you may still access and use the Services under the rules set up in these Terms, but you are unable to transfer the NFT in external services, hence you cannot conclude a legally binding agreement.
- 9.2. Platform associates your Account with your linked Blockchain address and displays the Reality Metaverse NFTs for that Blockchain address (and any content associated with those NFTs). By using your Wallet in connection with the Platform, you agree that you are using that Wallet under the terms and conditions of the applicable Wallet provider. Wallets are not operated by, maintained by, or affiliated with Reality Metaverse, and we do not have custody or control over the contents of your Wallet and have no ability to



retrieve or transfer its contents. Reality Metaverse accepts no responsibility for, or liability to you, in connection with your use of a Wallet and makes no representations or warranties regarding how the Service will operate with any specific Wallet.

9.3. You are solely responsible for keeping your Wallet secure and you should never share your Wallet credentials or seed phrase with anyone. If you discover an issue related to your Wallet, please contact your Wallet provider. Likewise, you are solely responsible for your Account and any associated Wallet, and we are not liable for any acts or omissions by you in connection with your Account or because of your Account or Wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Service or your Account.

## § 10. PERMITTED AND PROHIBITED USES OF THE PLATFORM AND SERVICES

- 10.1. The Users undertake that they will never use the Platform and/or Services for any illegal purpose or in any illegal activity and undertake to abide by the relevant laws and regulations of the country where they are located, as well as all international practices relating to the use of the Internet, and to abide by all network protocols, rules and procedures related to the Platform and/or Services.
- 10.2. You agree and guarantee that you will not use the Platform and/or Services to engage in any infringement of the rights and interests of any other person or for any illegal conduct, and you shall bear all legal liabilities if you breach such guarantee. The above-mentioned infringements and misconduct include:
  - 10.2.1. accessing the Platform Services in the name of any other person without being duly authorized by such person,
  - 10.2.2. use the Services for any illegal purpose or in violation of any local, state, national, or international law,
  - 10.2.3. harass, threaten, demean, embarrass, bully, or otherwise harm any other User of the Service,
  - 10.2.4. interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law,
  - 10.2.5. interfere with the operation of the Service or any User's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited



offer or advertisement to another User of the Service; (iii) collecting personal information about another User or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service,

- 10.2.6. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other User's account without permission, or falsifying your age or date of birth,
- 10.2.7. employ any device, scheme, or artifice to defraud, or otherwise materially mislead Reality Metaverse or any User, including by impersonating or assuming any false identity,
  - 10.2.8. engage in any act, practice or course of business that operates or would operate as a fraud or deceit upon Reality Metaverse or any User,
- 10.2.9. engage or attempt to engage in or assist any hack of or attack on the Service, including any "sybil attack", "DoS attack" or "Griefing Attack" or theft of Reality Metaverse Reality NFTs, digital assets or funds, or upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property or interfere with the Service,
- 10.2.10. commit any violation of applicable laws or regulations,
- 10.2.11. use the Service to offer additional services, including, but not limited to, surveys, contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise),
- 10.2.12. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of other,
- 10.2.13. publish, post, distribute or disseminate any profane, obscene, pornographic indecent or unlawful content, pictures, topic, or information etc.,
- 10.2.14. use the Service to buy, sell or advertise personal, professional services,
- 10.2.15. use the Service for money laundering, terrorist financing, or other illicit finance,
- 10.2.16. attempt to do any of the acts described in this section or assist or permit any person in engaging in any of the acts described in this section,



- 10.2.17. adopting or using, without our prior written consent, any word or mark which is like or likely to be confused with Reality Metaverse copyrighted works or trademark,
- 10.2.18. use Platform for commercial purposes inconsistent with these Terms or any other instructions, or
- 10.2.19. any other conduct that is justifiably deemed by the Platform as inappropriate.
- 10.3. The Platform also reserves the right to delete all types of information that does not conform to legal policies or is untrue or inappropriate based on the independent judgment by the Platform, without notifying the User and without assuming any responsibility. If the User fails to comply with the above provisions, the Platform has the right to take measures such as suspending or closing the User' Account.
- 10.4. The User agrees that if any third party initiates or launches any claim or demand for compensation (including attorney fees) on the ground that the User breaches these Terms or violates any document that is incorporated into these Terms by reference and becomes a part of these Terms, or that the User's use of the Platform Services violates any law or infringes on any right of the third party, the User will indemnify and hold harmless the Platform and affiliated parties thereof, cooperation partners, directors and employees thereof against such claim or demand.
- 10.5. The User undertakes that the information uploaded or released by the User through the Platform is authentic and valid, and all the information the User submits to the Platform is authentic, valid, complete, detailed, and accurate. If the Platform or any other User of the Platform suffers any loss due to the User's breach of the above undertakings, the User will assume corresponding liabilities.
- 10.6. Users understand and agree that the Platform provides Services to eligible Users. The Platform does not assume any responsibility for the investment or trading of digital assets in connection with the Platform services. The Platform cannot and does not have the obligation to ensure the success of the Users' investment based on the information accessed by the User via the Platform. The losses arising from the Users' investment or transaction of digital assets shall be borne by the Users exclusively, and the Platform may not be held liable for such loss in any manner whatsoever.
- 10.7. The User agrees to take responsibilities for all activities that occur in their Account with the Platform (including information disclosures, information releases, clicks to agree, upload and submission of various documents, inter alia), and during the above-mentioned activities, if the User fails to comply with these Terms or the operating

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instructions in the published by the Platform, the Platform shall not be held liable in any manner whatsoever.

10.8. You agree that if you have any dispute with any other User or any other third party in connection with any Services, you shall not request the Platform to provide relevant information through channels other than judicial or administrative channels.

# §11. TRANSACTIONS

- 11.1. The User acquires the NFT in return for RMV or USDC. The Platform facilitates executing your Transactions through the Blockchain network.
- 11.2. The User can also acquire a fraction of NFT in Loot boxes (also in return for RMV or USDC). When you purchase a Loot box, you can be sure, that you will receive a fraction of NFT (fNFT), but you don't know exactly which item you will receive. Every loot box contains one fNFT. Loot box might be divided to categories, then while buying you know from which category will be your fNFT (e.g. landmark, country, city).
- 11.3. The User can also buy fNFTs in the packages of Daily Deal and Top Offer.
- 11.4. To execute the Transaction in the Sale Process, the User shall:
  - 11.4.1. connect their Wallet,
  - 11.4.2. supplement the registration with the necessary data (the KYC procedure), if asked for,
  - 11.4.3. add Funds to User's Account and cover all transaction fees, if required,
  - 11.4.4. authorize the process, and
  - 11.4.5. deposit funds.
- 11.5. Users may acquire the NFT from the Platform ("Initial Offer") or from another User ("Secondary Offer").
- 11.6. Acquisition of NFT through the Initial Offer from the Platform is possible through a Timed Auction, in which the highest bid submitted by the participating User before the scheduled end date of the Timed Auction wins.
- 11.7. Secondary Offers have two forms: (1) Timed Auction and (2) Fixed Price.
- 11.8. Every User may set up a Timed Auction. The User indicates the floor price and the Timed Auction's end. User submits their bids and the highest bid submitted by the participating User before the scheduled end of the Timed Auction wins.



- 11.9. The Platform adds to every Transaction the service fee displayed in the Timed Auction initiation window, which is paid by the winner of the Timed Auction.
- 11.10. Fixed Price Offer involves issuing an Offer for a predetermined transfer amount. The Platform adds to every Transaction the service fee displayed in the Offer initiation window, which is paid by the accepting party to the Fixed Price Offer.
- 11.11. Tokens entitle to various kinds of Utilities provided by Reality Metaverse. All the Utilities are part of the Service, they may vary according to the Terms of Limited License. The Utilities are not perpetual and may be changed or discontinued over time. In the event of discontinuation of some Utilities, Reality Metaverse will make its best efforts, but doesn't guarantee, to inform you in advance.
- 11.12. All Tokens purchased by Users, or third persons are, due to its external character, technically outside of Reality Metaverse's control. However, Reality Metaverse reserves the right, at its sole discretion, to discontinue the Service provision to the User and terminate all Utilities and licenses concerning the NFT in question to which the person suspected of or committing acts contrary to the applicable law, or these Terms or Terms of Limited License is assigned.

# § 12. STAKING

## § 12. INTELLECTUAL PROPERTY

- 12.1. To find all terms and conditions of the Reality Metaverse NFT license, such as permitted and prohibited use of the Digital Artworks combined with the Tokens, please read our Terms of Limited License.
- 12.2. You acknowledge and agree that the Service may contain content or features that are protected by copyright, patent, trademark, trade secrets, or other proprietary rights and laws. Except as expressly authorized by Reality Metaverse, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the services content, in whole or in part. Any use other than using the Services for personal and non-commercial entertainment or interacting with Platform's interface is strictly prohibited.

## § 13. FEES AND PAYMENTS

13.1. Any acquisition, purchase, trade, or sale of Token will be conducted solely through the third party, we have no control over these Transactions as or once they occur, nor do we have ability to reverse any Transaction. You agree that we will have no liability to you or to any third-party for any claims or damages that may arise because of any Transaction pertaining to the smart contracts, or any other Transaction that is conducted via the third-party network.





# §14. TAXES

14.1. Since the implementation of the transfer of the right to the Token is not part of our Service, you are sole responsible for any and all sales, use, value-added and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority, associated with your use of the Polygon network (including, without limitation, any taxes that may become payable as the result of transfer, purchase, or sale of right to the Token).

## § 15. LIMITATION OF LIABILITY

- 15.1. To the fullest extent permitted by law, you agree that in no event will Reality Metaverse or its Service providers be liable to you or any third party for any lost profit or any indirect, consequential, exemplary, incidental, special, or punitive damages arising from these Terms of Service or the Service, products or third-party sites and products, or for any damages related to loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, or loss of data, and whether caused by strict liability or tort (including negligence), breach of contract, or otherwise, even if foreseeable and even if Reality Metaverse or its service providers have been advised of the possibility of such damages; or (b) for any other claim, demand, or damages whatsoever resulting from or arising out of or in connection with these terms of the delivery, use, or performance of the Service, access to, and use of, the Service, products or third-party sites, and products are at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data resulting therefrom.
- 15.2. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

## §16. WARRANTIES

- 16.1. To the extent permitted under applicable law and regulations in your country or state, our Services are provided "AS IS" and "AS AVAILABLE" basis without warranty of any kind, either expressed or implied. Reality Metaverse makes no warranty that:
  - 16.1.1. the Services will meet your requirements,
  - 16.1.2. the services will be uninterrupted, timely, secure, or error-free,



- 16.1.3. the results obtained from the use of the Services will be effective, accurate or reliable, or
- 16.1.4. the quality of Services obtained by you from the Platform or any third parties, will meet your expectations or be free from mistakes, errors, or defects.
- 16.2. The use of the Services is at your own risk and with your consent that you will be solely responsible for any damage to your computer, device or system or loss of data that results from such activities.

## § 17. INDEMNIFICATION

- 17.1. By agreeing to these Terms of Service and accessing the Service, you agree, to the fullest extent permitted by applicable law, to indemnify, defend, and hold harmless Reality Metaverse, and our 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 from and against all actual or alleged claims, damages, awards, judgments, losses, liabilities, obligations, taxes, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise, including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to:
  - 17.1.1. your use or misuse of the Service, content, NFTs, or content linked to or associated with any NFTs,
  - 17.1.2. any Feedback you provide,
  - 17.1.3. your violation or breach of any term of these Terms of Service or applicable law,
  - 17.1.4. your violation of the rights of or obligations to a third party, including another user or third-party, and
  - 17.1.5. your negligence or willful misconduct. You agree to promptly notify Reality Metaverse of any Claims and cooperate with the Reality Metaverse Parties in defending such Claims. You further agree that the Reality Metaverse Parties shall have control of the defense or settlement of any Claims.



#### § 18. FORCE MAJEURE

18.1. Reality Metaverse will not incur any liability or penalty for not performing any act or fulfilling any duty or obligation hereunder or in connection with the matters contemplated by reason of any occurrence that is not within its control (including any provision of any present or future law or regulation or any act of any governmental authority, any act of nature or war or terrorism, any epidemic or pandemic, or the unavailability, disruption or malfunction of the Service, Internet, the World Wide Web or any other electronic network, any Blockchain network or Blockchain or any aspect thereof, or any consensus attack, or hack, or denial-of-service or other attack on the foregoing or any aspect thereof, or on the other software, networks and infrastructure that enables Reality Metaverse to provide the Service), it being understood that Reality Metaverse will use commercially reasonable efforts, consistent with accepted practices in the industries in which Reality Metaverse operates, as applicable, to resume performance as soon as reasonably practicable under the circumstances.

# $\S$ 19. MODIFICATIONS, INTERRUPTION OR FAILURE OF THE SERVICES AND ACCESS TO THE PLATFORM

- 19.1. You acknowledge and agree that the form and nature of the Service, and any part of it, may change from time to time without prior notice to you, and that we may add new features and change any part of the Services at any time without notice. In our sole discretion, we may modify, suspend, or temporarily or permanently discontinue any feature or part of the Services at any time without liability to you for any reason, especially:
  - 19.1.1. as is required by any of the laws, regulations, rules and orders of the country or region where the User is based or is a citizen of,
  - 19.1.2. as may be necessary for the Platform to protect the legitimate interests of the Platform or customers thereof,
  - 19.1.3. any other justifiable reason.
- 19.2. The Users agree that in view of the unique nature of the Internet, the Platform does not guarantee that Services will not be interrupted, nor does it guarantee the timeliness and/or security of the Services. If the system is unable to operate normally due to any event, because of which the Users cannot use any of the Platform Services or their use of the Services is adversely affected, the Platform shall not be held responsible to the Users or any third party. The aforesaid events may include:

19.2.1. the Platform system is shut down for maintenance,



- 19.2.2. there is any error or failure in the telecommunication equipment, because of which it is impossible to transmit data,
- 19.2.3. the Platform Services are interrupted or delayed due to such factors as hacker attacks, technical adjustments, or failures on the party of network service providers, or website upgrades, and so on,
- 19.2.4. the Platform system is unable to function due to force majeure factors such as typhoons, earthquakes, tsunamis, floods, power outages, wars, terrorist attacks, and so on.

# § 20. REFUNDS

20.1. By its nature, the execution of NFT acquisition is an irreversible process and all Transactions take place outside of our Services, therefore it is not possible to obtain a refund in any form.

## § 21. TERMINATION

- 21.1. If you breach any of the provisions of these Terms, all rights granted by Reality Metaverse will terminate automatically.
- 21.2. Additionally, notwithstanding anything contained in these Terms of Service, we reserve the right, with or without notice and in our sole discretion, to suspend, disable, terminate, or delete your account and/or your ability to access or use the Service (or any part of the foregoing) at any time and for any reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to any refund.

## § 22. COMPLAINTS AND DISPUTE RESOLUTION

- 22.1. All disputes arising out of or in connection with these Terms of Service, including without limitation your access or use of the Platform, will be referred to and finally resolved under the law of British Virgin Islands and their courts and tribunals.
- 22.2. You agree that any dispute related to the Service provided on the platform will be resolved first through settlement. In the event of a claim, the Parties will make their best efforts to resolve the dispute amicably. If it is necessary to make a claim on your side, you are obliged to send an email to the following address of Reality Metaverse: contact@realitymeta.io, in which you describe your claim in detail. In such case, the parties will arrange a place and time to meet and discuss the matter in good faith without having to initiate court proceedings.

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- 22.3. If informal efforts to resolve disputes pursuant to this Paragraph are unsuccessful, any dispute shall be determined not in a court of law, but instead by arbitration in the British Virgin Islands. The arbitrator shall be selected by application of the rules of the British Virgin Islands International Arbitration Centre, or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in the British Virgin Islands. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. Nothing contained herein shall prevent the party from obtaining an injunction.
- 22.4. WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THE PLATFORM: (I) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY YOUR LOCAL JURY (EXCLUDING BRITISH VIRGIN ISLANDS); AND (II) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

# § 23. SEVERABILITY

23.1. If any provision of these Terms of Service is adjudicated by a court of competent jurisdiction to be unlawful, unenforceable, invalid, and/or unconscionable, that provision shall be deemed severed from these Terms of Service and shall not affect the validity or enforceability of the remaining provisions hereof or these Terms of Service as a whole.

# § 24. AMENDMENTS AND UPDATES OF THESE TERMS

24.1. Reality Metaverse in its sole discretion reserves the right to clarify, amend or update these Terms required or to issue new Terms in the course of the relation with the User without notifying each User one by one - in particular due to changes in the applicable law or due to changes in the functionality of the Platform in order to provide Users with more convenient terms of using the Platform or in case of occurrence of other important reasons, including reasons of technological nature of the Platform functioning. Each document comprising the Terms will include information on when it was last reviewed. You are advised to check these Terms periodically to familiarize yourself with any changes to the Terms. Please observe what version of the Terms apply to you before you visit the Platform.

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24.2. Any changes to the Terms of Service will apply on the date that they are made, and your continued access to or use after the Terms of Service have been updated or changed will constitute your binding acceptance of the updates. You may not use the Platform if you do not agree to the current Terms of Service.

# § 25. CONTACT

- 25.1. The Platform can send notices and announcements to Users through electronic or physical means, such as emails or postal mail. These notices will be considered delivered on the day they are sent. If a User does not receive a notice due to incorrect contact information, the Platform is not responsible.
- 25.2. If you want to contact us, please send an email to contact@realitymeta.io.

#### List of appendices to this agreement:

- 1. Appendix A (the list of prohibited countries) you may find it on the next page,
- 2. Terms of Limited License,
- 3. Privacy Policy,
- 4. Terms of Service for referrals.



# Appendix A

The list of prohibited countries:

- Russia
- Republic of Belarus
- United States of America
- Japan
- Bahamas
- Bolivarian Republic of Venezuela
- Botswana
- Democratic People's Republic of Korea
- The Republic of Congo
- Ethiopia
- Ghana
- The Republic of Burundi
- Republic of Chad
- The Islamic Republic of Afghanistan
- Pakistan
- Sri Lanka
- Syria
- Tunisia
- Yemen
- Democratic People's Republic of the Congo
- Eritrea
- Iran
- Libya
- Somalia



- Sudan
- South Sudan
- Cuba
- Zimbabwe
- Iraq
- Central African Republic
- Bosnia and Herzegovina
- Republic of Albania
- The Republic of North Macedonia
- Lebanon
- Myanmar
- European Union countries
- People's Republic of China
- Singapore
- Republic of Liberia
- The Republic of Côte d'Ivoire

# METALERSE

# **TERMS OF SERVICE FOR REFERRALS**

Last revision: 17th of July 2023

## 1. General Description

Participating in Reality Metaverse referral program is a great opportunity for users both a referrer and referees to gain the bonuses. The bonuses are described below in detail.

By sharing your referral link or by signing up using a referral link, you are agreeing to be bound by these Rules. Any violation of these Rules might prevent you from participating in any Reality Metaverse referral program (now or in the future).

Please note that these Rules are in addition to the general Terms of Service governing your use of realitymeta.io.

# 2. Who is eligible to be a referrer?

Anyone who has an account on realitymeta.io

# 3. Who is eligible to be a referee?

Your friends, family, and anyone else who does not have an account on realitymeta.io and who fulfills the conditions of the user described in general Terms of Service.

# 4. How to take part in the Referral Program?

If you want to take part in the referral program you just need to log in on realitymeta.io You will find your referral link on realitymeta.io in the referral tab after logging in.

You can send the same link to as many people as you want. You don't need to have a separate link for every person. The link will be unique just for you, it contains a unique parameter assigned to the user (your wallet address).

# 5. How does the Referrer earn the bonus?

The bonuses can be obtained by the Referrer only if the Referee uses the referral link to set up an account on realitymeta.io and when the Referee buys at least one of the following items using that account (on realitymeta.io):



- Loot Box,
- Daily Deal,
- Top Offer.

(hereinafter referred to as "Products")

There are three types of bonuses that the Referrer can obtain:

- a) Bonus based on purchase,
- b) Bonus based on referee royalties,
- c) Milestone Bonuses.

## All the bonuses are granted in RMV tokens.

## a) Bonus based on purchase.

The Referrer will obtain a Bonus based on purchase every time when the Referee buys in one transaction Products (Loot boxes, Daily Deal, Top Offer) that in total contain at least 5 fNFTs, using the account set up (on realitymeta.io) by the referral link.

For example, the Referrer will obtain the Bonus based on purchase if the Referee buys 5 Loot Boxes as one Loot Box contains one fNFT.

If the Referee buys Products containing a total of 5 fNTs in one transaction the Referrer will obtain 5% of the transaction value.

If the Referee buys Products containing a total of 10 fNTs in one transaction the Referrer will obtain 7% of the transaction value.

If the Referee buys Products containing a total of 100 fNTs in one transaction the Referrer will obtain 10% of the transaction value.

If the Referee buys Products containing a total of 250 fNTs in one transaction the Referrer will obtain 12% of the transaction value.

If the Referee buys Products containing a total of 500 fNTs in one transaction the Referrer will obtain 15% of the transaction value.

If the Referee buys Products containing 1000 fNTs in one transaction the Referrer will obtain 20% of the transaction value.

The bonus will be transferred to the Referrer's Wallet until 7 days after the transaction.

# b) Bonus based on referee royalties

According to the General Terms of Service TERMS OF SERVICE.pdf (realitymeta.io) fNFTs earn royalties.

If the Referee buys the Products (containing fNFTs) using the account set up by referral link and the fNFTs start to earn royalties, the Referrer obtains Bonus based on referee royalties according to the following rules:

- during the first month after the Referee makes the purchase, the Referrer receives a bonus equivalent to 10% of the royalties earned by the fNFT during the first month from the purchase,
- during the second month after the Referee makes the purchase, the Referrer receives a bonus equivalent to 7% of the royalties earned by the fNFT during the second month from the purchase,
- during the third month after the Referee makes the purchase, the Referrer receives a bonus equivalent to 7% of the royalties earned by the fNFT during the third month from the purchase,
- during the fourth month after the Referee makes the purchase, the Referrer receives a bonus equivalent to 5% of the royalties earned by the fNFT during the fourth month from the purchase,
- during the fifth month after the Referee makes the purchase, the Referrer receives a bonus equivalent to 5% of the royalties earned by the fNFT during the fifth month from the purchase,
- during the sixth month after the Referee makes the purchase, the Referrer receives a bonus equivalent to 5% of the royalties earned by the fNFT during the sixth month from the purchase.

To obtain Bonus based on referee royalties by the Referrer, the Referee has to transfer his royalties to his Wallet ("Claim" the royalties). When the Referee does not Claim the royalties, the Referrer will not receive a Bonus based on referee royalties.

The Referrer obtains the Bonus based on referee royalties during the 6 months from the purchase of the fNFTs by the Referee or until the Referee sells or transfers the fNFTs to the other Wallet if it occurs before the end of 6 months period mentioned above. If the Referee sells or transfers fNFT to the other Wallet the Referrer will no longer receive any bonus from that fNFT.



Bonus based on referee royalties is transferred to the Referrer's Wallet once a week.

# c) Milestone bonus.

The Referrer can receive a special Bonus after reaching the following milestones:

- if the Referrer receives in total 100 000 RMV from the "Bonus based on referee royalties" he will be receiving a bonus equivalent to 3% (on a monthly basis) of all <u>Claimed</u> royalties earned by the fNFTs (during a month) coming from the Products bought by the Referees,
- if the Referrer receives in total 500 000 RMV from the "Bonus based on referee royalties" he will be receiving a bonus equivalent to 5%.

The Referrer will be gaining Milestone bonus from a specific fNFTs as long as the Referee remains the owner of such fNFTs. If the Referee sells or transfers the fNFTs to a different Wallet, the Referrer will no longer obtain any bonus from such fNFT.

Milestone bonus will be transferred to the Referrer's Wallet once a week.

## 6. How does the Referee earn the bonus?

If the Referee sets up an account using the referral link and buys the Product using such an account he will be receiving a bonus equivalent to 5% of the royalties ern by the fNFTs coming from the Products each month, for the first six months from the day of purchase, as long as the Referee will not sell or transfer fNFT to a different Wallet.

To obtain a Bonus the Referee has to transfer his royalties to his Wallet ("Claim" royalties). If the Referee does not Claim the royalties, he will not receive a Bonus.

The bonus will be granted in RMV tokens once a week.

## 7. What other legal information should I know?

TERMS OF SERVICE.pdf (realitymeta.io). are fully applicable also for the participants of the Referral Program so please, read them carefully as they contain important information and affect your legal rights.



## 8. Termination and changes

Reality NFT Ltd reserves the right to change, end, or pause, in whole or in part, any referral program, as well as any referrer's or referee's ability to participate in any referral program or receive Referral Bonuses at any time for any reason, including suspected fraud or any violation of these Rules. If Reality NFT Ltd ends any referral program, any unused or unredeemed Referral Bonuses may be forfeited at that time. Reality NFT Ltd may update these Rules at any time. If Reality NFT Ltd makes an update it will be posted on the website and in the applications and you will be provided with a notice of the update. Continued participation in any referral program after any update will mean that you have agreed to the update.

#### 9. Contact

If you want to contact us, please send an email to contact@realitymeta.io.

#### **TERMS OF SERVICE FOR STAKING**

Last revision: 01.07.2024

#### **1. General Description**

On the Platform, you can find various forms of staking using RMV tokens. Here, you will find the general Terms of Service for Staking, which are applicable to every available staking option on realitymeta.io.

Please note that the Terms of Service for Staking are in addition to the general Terms of Service governing your use of the Platform. By taking part in staking, you accept the Terms of Service and the rules described on the website.

Any violation of these Terms of Service for Staking and the general Terms of Service might prevent you from participating in any Reality Metaverse staking.

## 2. Who is eligible to staking?

Anyone who has an account on realitymeta.io In the general Terms of Service you can find the conditions of setting up an account on reliatymeta.io

Staking service is optional. You are not required to stake with realitymeta.io

## 3. Operation of the staking service

The Platform offers various options for staking RMV. You will find the rules for each Reality Metaverse staking opportunity on the Platform. These rules are fully applicable and binding for every user who participates in staking. Please read the details carefully. You can also find staking instructions on the Platform to help you use the services. Staking can be fixed or flexible – please read the specific staking rules on the website for more information. Please be aware that some staking options require that a certain or all amount of staked assets be locked (restricted from sale or transfer) for a period of time while staking. Please also be aware that some part of staked tokens might be sent to the development pool according to the specific rules. The tokens sent to the development pool will not be returned.

The rewards for staking can vary in each case. By participating in staking for games, you can obtain in-game benefits and privileges. Additionally, by staking on the Platform, you can receive rewards in the form of NFTs or other tokens, depending on the specific rules.

#### 4. Contact

If you have any doubts concerning staking, please send an email to contact@realitymeta.io.