

Utility Tokens Terms of Sale

MetaEngineers Hub Inc.

April 20, 2023

Contents

1	Introduction	3
2	Products we offer	3
3	Purchase acceptance	3
4	Payment	3
5	Returns	4
6	Secondary sales of NFT	4
7	Roadmap of using the minted money	5
8	Warranties representations and undertakings	5
9	Limitation of liability and assumption of risk	6
10	Privacy	7
11	Indemnification	8
12	Governing law and jurisdiction	8
13	Miscellaneous	8
14	Schedule	10

1 Introduction

- 1.1 The Terms of Sale (the “**Terms**”) set out the terms on which the MetaEngineers Hub’s NFT (the “**NFT**”) is offered to you for purchase on MetaEngineershub.com (the “**Website**”).
- 1.2 The Terms, together with the documents, policies, and NFT licence available on the Website shall constitute an agreement between You (“**You**”, “**Your**”, “**Yourself**”), and MetaEngineers Hub Inc., a corporation company registered in Delaware under file number 7016394, along with its affiliates, successors, and assignees (the “**Company**” “**We**”, “**Our**” or “**Us**”).
- 1.3 The Terms should be read carefully, as Your use of the Website shall automatically constitute Your agreement to be legally bound by the Terms set out herein. In addition to any applicable license agreement on Our Website, the Terms govern Your use or purchase of the NFT provided through or in connection with the Website.

2 Products we offer

- 2.1 The NFT shall be a non-fungible utility token available for purchase through Our Website. The NFT shall be only available on the Ethereum blockchain. You shall not be able to purchase any NFT to any digital wallet that is not compatible with the Ethereum blockchain. In order to participate in the purchase of such NFT, You agree that You shall comply with the terms, if any, associated with the respective NFT in addition to the Terms.
- 2.2 The purchase of the NFT grants you a unique and irreplaceable digital asset stored on a blockchain. Upon subscription, this asset provides you (i) access to services, resources, and applications offered by the Company and (ii) the ability to utilize our platforms (the “**OpenShowcasing**”, “**Metaverse**”, “**WorkSpace**”, and “**OpenScience**”). The Company reserves the right to modify offerings at its discretion.
- 2.3 Upon the initial purchase of the NFT, We reserve the entitlement to the following percentages:
 - (a) Ninety-five percent (95%) for the Company, which also covers the team’s expenses.
 - (b) Five percent (5%) for the DAO’s liquidity pool.
- 2.4 We retain the right to receive a Ten percent (10%) from any product or creation that is developed using Our tools.
- 2.5 The NFT is intended for consumer enjoyment, use, and consumption only, it shall not by any means be considered a “**security**,” as defined under the securities act of 1933, as amended, the securities exchange act of 1934, as amended, the investment company act of 1940, as amended, or under the securities laws of any U.S state.

3 Purchase acceptance

- 3.1 You shall be deemed to have submitted a purchase for the NFT for purposes of the Terms, once You have satisfied all conditions as set out in the Terms and have checked the acceptance box.
- 3.2 Your purchase will be approved once You accept the sign-in message from Your digital wallet and it goes through the minting process. If the minting process is successful, You can view Your NFT in Your wallet or by tracking Your wallet address. In case the transaction fails, You will only incur the gas/transaction fees related to the purchase (subject to the network), and not the cost of the NFT itself.

4 Payment

- 4.1 You shall pay all fees, charges, and other amounts in the manner and within the time frames specified by the Company. If You attempt to pay using a form of fiat or cryptocurrency other than the form designated for that purchase it shall not be accepted and shall be unrecoverable by the Company. The Company shall not be liable for loss of the payment or any other damages that may result from Your failure to pay using the form and manner of payment specified.

- 4.2 Payments shall be done through MetaMask or any digital wallet. Any payments that You make for the NFT that are processed through third party partners shall be subject to the separate terms, if any, associated with such third party partners. You acknowledge and agree that We have no control over these payments or transactions and that We do not have the ability to reverse any payments or transactions once made. We have no liability to You or to any third party for any claims or damages that may arise as a result of any payments or transactions that You engage in via the Website through the use of any third party services.
- 4.3 Unless otherwise stated by Us, You shall be solely responsible to pay any and all income, capital gains, sales, use, value-added, and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority (collectively, “**Taxes**”) purchased or otherwise received by You including, without limitation, any taxes that may become payable as the result of Your ownership, transfer, purchase, receipt or purchase of the NFT.
- 4.4 No refund of any amounts shall be provided for any cancellation that is a result of a force majeure in accordance with clause 5.3.

5 Returns

- 5.1 Notwithstanding clause 5.3, the purchase of the NFT is final and binding. You acknowledge that, upon completion of the purchase, the NFT shall not be returnable or refundable in any way. You agree that You have conducted sufficient due diligence prior to the purchase to verify that the NFT meets Your requirements and that You accept the NFT in its current condition, 'as is', with no warranties, express or implied. We shall have no obligation to provide any support or maintenance services for the NFT post-purchase, and You agree to assume all risks associated with ownership of the NFT, including without limitation the risk of loss, damage, or theft.
- 5.2 The Company or its respective designee explicitly reserves the right to reject or cancel any purchase if:
- (a) Your billing information is not correct or not verifiable;
 - (b) Your purchase is flagged by Our security systems as an unusual purchase or a purchase susceptible to fraud.
- 5.3 The Company’s obligations and performance, including rejection or cancellation of the purchase, may be suspended, delayed, or otherwise impaired due to an event outside Our control (“**Force majeure**”) that includes, without limitation: (i) acts of God, flood, drought, earthquake, or other natural disasters; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; and (vi) failure of public or private telecommunications networks (vii) the death, or illness of a key member.

6 Secondary sales of NFT

In the event that You dispose of, sell, transfer, or convey the NFT to any other person or entity, You shall no longer possess any of the NFT rights, and all such rights shall immediately expire as of the date of such purchase or transfer provided that such transfer is conducted in compliance with all applicable laws and regulations. You acknowledge that the resale value of the NFT is subject to market fluctuations and is not guaranteed by Us. You acknowledge and agree that We shall receive a Ten percent (10%) royalty on every second purchase that occurs in the marketplace after the original purchase of the NFT divided as follows:

1. One (1%) to the artist that designed the NFT.
2. Two (2%) to the DAO.
3. Two (2%) to the team of the Company.
4. Five (5%) to the Company.

As such, We have the right to collect any royalty for the NFT sales in perpetuity.

7 Roadmap of using the minted money

- 7.1 The purchase of the NFT is subject to four (4) phases that the mint money will be used (the “**Roadmap**”), these phases are classified in the roadmap as follows:
- (a) Upon selling Twenty-Five (25%) of the NFTs.
 - (b) Upon selling Fifty (50%) of the NFTs.
 - (c) Upon selling Seventy-Five (75%) of the NFTs.
 - (d) Upon selling Hundred (100%) of the NFTs.
- 7.2 In the event that the Company reaches each phase of the roadmap, the Company will activate the corresponding phase that includes specific purposes as detailed in Schedule 1 based on the Roadmap.
- 7.3 You hereby agree that You shall only be entitled to receive the unlocked purposes mentioned in Schedule 1 in relation to the phases successfully achieved, and shall not receive anything other than what’s mentioned as well as in respect of any unachieved phases. Notwithstanding the foregoing, the Company shall, in its sole discretion, provide You with access to certain benefits or privileges based on future circumstances, which shall be determined at the Company’s discretion and subject to the Terms.
- 7.4 You acknowledge and agree that in the event the Company does not achieve certain phases following the purchase of the NFT, (i) the Company shall have the sole discretion to determine the utilization of the funds, and (ii) you shall not be entitled to request any refund or compensation under any circumstances.
- 7.5 In the event that the Company obtains external funding, from accelerators, investors, or other sources unrelated to the mint of the Roadmap, these funds shall be exclusively allocated for the benefit of the Company. As such, We bear no responsibility or obligation towards any of the phases outlined in Schedule 1, which are solely activated through the use of mint funds.

8 Warranties representations and undertakings

- 8.1 You warrant, represent, and undertake that:
- (a) You shall fully comply and shall at all times continue to fully comply with all applicable laws, statutes, and regulations, including, without limitation, all privacy laws and content regulations; and You agree not to use the site for any illegal or unauthorised purpose;
 - (b) You have full power and authority to enter into the Terms, and make payment in accordance with the Terms;
 - (c) You shall be aware that You have no right of any form to receive future dividends, revenue, shares, ownership right or security, nor any voting, distribution, redemption, liquidation, or proprietary right (including, without limitation, all forms of intellectual property or licensing rights) other than those mentioned in the Terms;
 - (d) You fully understand that by purchasing the NFT You have conducted Your own independent investigation of the NFT and that You are not depending on any verbal or written statements or guarantees made by the Company or any other individual associated with them;
 - (e) You shall not access the Website through automated or non-human means, whether through a bot, script, or otherwise;
 - (f) You shall not use or attempt to use another user’s account without authorization from that user; and
 - (g) You shall not use any NFTs to further or promote any criminal activity or enterprise or provide instructional information about illegal activities, including for the purpose of concealing economic activity, laundering money, or financing terrorism;
 - (h) You shall not use the NFTs to advertise or offer to sell or buy any goods or services for any purpose that is not specifically authorised herein or under the applicable licence agreement;

- (i) You shall not copy, reproduce, distribute, publicly perform or publicly display all or portions of Our NFTs, except as expressly permitted by Us or Our licensors;
- (j) You shall not make use of the NFT to directly or indirectly modify or create derivative works, or otherwise alter the art or the NFT, including but not limited to, the shapes, designs, drawings, attributes, or colour schemes of the Art or the NFT;
- (k) You shall not modify Our NFTs, remove any proprietary rights notices, markings, additionally, you shall not apply for, obtain, or complete any process to obtain intellectual property rights or registrations related to the NFT, or any part thereof, or otherwise make any derivative works based upon Our NFTs;
- (l) You shall not reverse engineer any aspect of Our NFTs or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of Our NFTs;
- (m) You agree not to, and You shall not permit any third party to, circumvent, interfere with, disable, or disrupt the Website or servers or networks connected to the Website or any security-related features of the Website in any manner, including but not limited to uploading or transmitting (or attempting to upload or to transmit) viruses, or other similar harmful material;
- (n) You agree not to, and you shall not permit any third party to use the NFT in connection with any content of any kind or nature which depicts hatred, violence, intolerance, cruelty, obscenity, or prohibited drugs or any illegal activity;
- (o) You shall not use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from Our NFTs;
- (p) You shall not develop or use any applications that interact with Our NFTs without Our prior written consent

8.2 Subject to clause 8.1, Our NFTs are provided to You an “as is” and “as available” basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, the appreciation or maintenance of the value of Your NFT neither regarding the future business, collections, or projects of the Company. The company makes no warranty that the functionality of the Website will be uninterrupted or error-free, that defects will be corrected, or that the Website or the server that makes it available is free of viruses or anything else which shall be harmful or destructive. You expressly agree that Your use of the Website is at Your sole risk.

9 Limitation of liability and assumption of risk

9.1 The Company shall not be liable for damages of any kind arising from the NFTs, including but not limited to direct, indirect, incidental, punitive, and consequential damages, loss of profit, revenue, opportunity, or data. This disclaimer of liability applies, without limitation, to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction, or unauthorised access to, alteration of, or use of record, whether for breach of contract, tortious behaviour, negligence, or under any other cause of action (including extra-contractual liability). If You are dissatisfied with the Website, Your sole remedy is to discontinue use of the Website.

9.2 In no event shall the Company be liable to any third party for any indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profits, loss of goodwill, loss of reputation, cost of cover damages, or intangible losses of any kind arising from Your use of the Website, Your inability to use the Website, or the NFTs offered through the Website, even if the Company has been advised of the possibility of such damages.

9.3 Any information or content provided by Us; or its representatives is for informational purposes only and should not be considered legal or financial advice. We shall not be held liable for any decisions made by You based on the information or content provided.

9.4 You acknowledge and assume the following risks (for which the Company shall in no event be responsible for): (i) there are risks associated with blockchain-based assets including, but not limited to, the volatility of price and the absence of liquidity (the ability to resell), the risk of loss of Your blockchain assets as a result of faulty hardware, software, and Internet connections and failures; the risk of the introduction malicious software; the risk that third parties may obtain unauthorized access to information stored within the wallet holding Your blockchain assets; and the risk of loss of Your blockchain assets due to loss of private key(s), custodial error, or purchaser error, and We will not be responsible for any of these, however caused; (ii) We do not make any representations, warranties, promises or guarantees, express or implied, about the availability of any blockchain assets on the internet; (iii) upgrades to the Website (iv) We do not make any representations, warranties, promises or guarantees, express or implied, related to any third parties You interact with or their applications and services, including but not limited to the continued availability of either and the protection and storage of any data You provide to those parties or for the acts or omissions of any third-parties, nor will the Company be liable for any damage that You may suffer as a result of Your transactions or any other interaction with any third-parties; (v) We neither own nor control MetaMask, WalletConnect, Coinbase wallet, or any other web 3.0 wallets on the Ethereum network, Your browser, or any other third-party site, product, or service (including third-party wallets or marketplaces) that you might access, visit or use for the purpose of enabling You to use the services related to or deriving from the NFT or to purchase, list, auction, or sell NFTs; (vi) there also exists: (a) the risk of hacking, security weaknesses, fraud, counterfeiting, cyberattacks, and other technological difficulties; (b) the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and tokens and new regulations, or unfavourable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of any blockchain assets; and (c) the risks related to taxation. In addition to assuming all of the above risks, You acknowledge that We cannot and do not represent or warrant that any blockchain asset, or its supporting systems or technology, is reliable, current, or error-free, meets Your requirements, or that defects in any blockchain asset, or its supporting systems or technology, will be corrected. We cannot and do not represent or warrant that any blockchain asset or the delivery mechanism thereto are free of viruses or other harmful components. You understand that transactions in blockchain assets are irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. You accept and acknowledge that We will not be responsible for any communication failures, disruptions, errors, distortions, or delays You may experience related to any blockchain asset. If the metadata associated with an NFT is no longer maintained at the storage location indicated in the URI contained in the NFT, the market value of such NFT may be reduced or eliminated entirely.

10 Privacy

You understand that from time to time the Company may be required to collect personal data from You, including but not limited to, identification information such as name, email address, and cryptocurrency wallet information. You acknowledge and agree that we may share personal information with third party service providers who aid Us in meeting Our operational needs, including but not limited to, third party payment processing services, hosting services, cloud services, and other information technology services. We may also share personal information as required to comply with applicable laws and regulations. The Company recognizes that any data provided by You to Us is extremely important and We shall, therefore, be particularly sensitive in handling such data. The Company shall not sell any personal information to any third parties. The Company shall use commercially reasonable efforts to employ technical, organisational, and physical safeguards designed to protect the personal information We collect and safeguard Your data. Nevertheless, no security measures are failsafe and We cannot guarantee the security of Your personal information. You are advised that there are inherent security risks in transmitting data, such as emails, addresses, or other personal information, via the Website, because it is impossible to safeguard completely against unauthorised access by third parties. The Company shall not be held liable for any damages incurred as a consequence of such security risks or for any related acts of omission on Our part.

11 Indemnification

- 11.1 To the fullest extent permitted by applicable law, You agree to indemnify, defend and hold harmless the Company and its affiliates and its and their representatives (collectively, the “**Indemnitees**”), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, 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 (collectively, “**Claims**”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (i) Your use or misuse of the Website, the Content, or the NFT, (ii) Your violation of the Terms, or (iii) Your violation of the rights of a third party, including another user of the Website. You agree to promptly notify the Company of any third party Claims and cooperate with the applicable Indemnitee in defending such Claims. You further agree that the Indemnitees shall have the right to control of the defense or settlement of any third party Claims.
- 11.2 You shall indemnify and hold harmless, and at Our request to defend Us and Our affiliates from and against any and all claims, demands, liabilities, damages, penalties, fines, taxes, costs, and expenses (including without limitation reasonable attorneys’ fees and court costs) arising out of or in connection with (a) any breach of the Terms or any fraud, negligence or wilful misconduct committed by You, or (b) any claim by a third party that has acquired any NFT from You that is based on the unavailability, or inability of such third party to satisfy the conditions for, any product.

12 Governing law and jurisdiction

- 12.1 The Terms are governed by the laws of the state of Delaware, without regard to conflict of laws rules, and any disputes arising out of or relating to any of the same will be resolved through Arbitration administered by the American Association Arbitration (“**AAA**”).
- 12.2 Each party shall bear its own costs, including legal fees, expert witness fees, and other expenses, incurred in connection with the arbitration, unless the arbitrator(s) directs otherwise. The prevailing party shall be entitled to recover from the other party its reasonable costs and expenses, including attorney’s fees, incurred in connection with the arbitration.
- 12.3 Any claims brought by You shall be made solely on an individual basis and independently. This means that You are not permitted to initiate a claim as part of a group or class action.
- 12.4 Both parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of the Terms.

13 Miscellaneous

- 13.1 The Terms contain the entire agreement between the parties and replaces all prior oral and written agreements. No oral modifications, express or implied, may change the terms of this agreement. The parties have not relied on any representations or promises relating to the subject matter of this agreement except those contained within the four corners of this agreement.
- 13.2 The Terms and other agreements relating to the Website do not constitute a joint venture, partnership, agency, employment, or fiduciary relationship between the parties, except when one is expressly stated. Neither party nor its agents have any authority to bind the other party, and the relationship of the parties is that of buyer and seller, or independent contractors in certain circumstances.
- 13.3 The Company retains all ownership and control over its Website and any other intellectual property that is not explicitly licensed or authorised to others. Any positive reputation or goodwill that results from the use of Our trademarks belongs solely to Us and not to any other party.

- 13.4 If any provision of the Terms is held invalid or unenforceable, the remainder of the Terms will remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it will remain in full force and effect in all other circumstances.
- 13.5 The Terms shall be binding upon and ensure to the benefit of the parties and their respective successors and permitted assigns. You agree that You will not assign or transfer the Terms or any of Your rights or obligations under the Terms, whether directly or indirectly, without first obtaining Our prior written consent, such consent not to be unreasonably withheld.
- 13.6 The Terms shall not be modified, varied, amended, or supplemented in any way by You. We reserve the right to modify, vary, amend, or supplement the Terms at any time and from time to time. We will post the current version of the Terms on the Website and each such change will be effective upon posting on the Website or upon the date designated by Us as the “**effective date**” (if any). Your continued use of the Website following any such change constitutes Your agreement to be bound by and its acceptance of the Terms as so modified.
- 13.7 If any provision of the Terms is determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision will be severed from the Terms and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.
- 13.8 Any waiver by Us of any of the provisions of the Terms will not constitute a waiver of any other provision (whether similar or not), nor will any such waiver constitute a continuing waiver of that particular provision, unless expressly provided by Us in writing.
- 13.9 You agree to keep Your login credentials confidential and secure, and You shall not give or make Your login credentials available, directly or indirectly, to any unauthorized individual. You acknowledge and agree that if You allow, whether through action or inaction, a person to gain access to Your login credentials, with or without permission, You are authorizing that person to use the Your account, and You shall be responsible for all transactions/activities that result from such access, even if You did not want the transactions/activities to be performed, and even if they are unauthorized or fraudulent.
- 13.10 In the event that You violate any of the terms outlined in the Terms or the NFT rights, all licenses granted to You by Us shall be flagged until proven otherwise, and Your account shall be suspended.
- 13.11 All provisions that either expressly or by their nature survive, shall survive suspension or termination of Your membership of the Website
- 13.12 Your questions, comments and suggestions related to these Terms or to any of Our Platforms, are always welcome. You may contact Us through the following email: metaengineershubinc@gmail.com.

14 Schedule

Phases Reached	Unlocked Purposes
Selling 0 - 25% of the NFTs	Initiate extraction of funds, to cover startup and team expenses.
Selling 50% of the NFTs	Initiate funding for the technical aspects of the DAO.
Selling 75% of the NFTs	<ol style="list-style-type: none">1. Land is purchased by public vote (voted by the community).2. Initiate building of DAO dashboard.
Selling 100% of the NFTs	<ol style="list-style-type: none">1. Start building the Public HQ.2. Activate the DAO liquidity pool.3. Activate the DAO governance.

Table 1: Mint money Roadmap