

Indemnification and Liability Release Agreement

Date of Last Revision: 14/07/2023

Welcome to MetaEngineers Hub

This Indemnification and Liability Release Agreement (the “**Agreement**”) together with the documents and policies incorporated including the Privacy Policy, Terms and Conditions, and Terms of Sale shall constitute an agreement between You (“**Indemnitor, You, Your, Yourself**”), and “**MetaEngineers Hub**” along with its affiliates, successors, and assigns (“**Indemnitee, MetaEngineers Hub, We, Us, or Our**”).

By visiting Our Website <https://www.metaengineershub.com/> (“**Website**”), and/or any application and/or technology We make available (collectively the Website the App, MetaEngineers Hub dashboard, the Metaverse and any other connected Platform are referred to as the “**Platform**”), and use any Service offered on the Platform, whether as a Visitor, or User and by accessing Our Platform, You indicate that You accept this Agreement and that You agree to abide by it. If You do not agree to this Agreement, please do not access Our Platform. You should read this Agreement carefully before starting to use the Platform.

We collect, share, use, and protect information when You visit Our Website through the following URL <https://www.metaengineershub.com/> and MetaEngineers Hub dashboard.

It is Your responsibility to check this Agreement periodically for changes. We reserve the right to revise this Agreement at any time and without prior notice. Any changes will be effective immediately upon posting the revised Agreement on Our Website, with the updated date displayed at the top. Your continued use of Our Services after any changes to this Agreement signifies Your acceptance of the updated Agreement.

All undefined terms used in this Agreement shall have the same meaning as those terms defined in the Terms and Conditions and Privacy Policy.

Section 1: User Warranties and Indemnification

1. User Warranties

The Indemnitee seeks the following warranties and protections with respect to the indemnified activities:

- (a) **Warranty against Use or Misuse:** You warrant that You will use the Platform, the Content, and the NFTs in accordance with the terms and conditions set forth in this Agreement and in any other policy incorporated including the Privacy Policy, Terms and Conditions, and Terms of Sale. You shall indemnify and hold the Indemnitee harmless from any claims arising out of Your use or misuse of the Website, the Content, the Platforms, or the NFTs.
- (b) **Warranty of Unparalleled IP and NFTs:** You warrant that the Company's Intellectual Property (IP) is unique and original, and that the Non-Fungible Tokens (NFTs) offered by the Company are distinctive and exclusive. You shall indemnify and hold the Indemnitee harmless from any claims arising from disputes or speculations surrounding the Company's IP and the unparalleled nature of its NFTs.
- (c) **Warranty against Third-Party Rights Violation:** You warrant that You will not infringe upon the rights of any third party, including other Users of the Website. You shall indemnify

and hold the Indemnitee harmless from any claims arising out of the violation of third-party rights caused by Your actions.

- (d) **Warranty against Breach, Fraud, Negligence, and Willful Misconduct:** You warrant that You will not breach any provisions of this Agreement, the website policies, Terms of Sale, or any related documents. Furthermore, You warrant that You will not engage in any fraudulent, negligent, or willfully misconduct activities. You shall indemnify and hold the Indemnitee harmless from any claims arising from any breach of this Agreement, website policies, Terms of Sale, or related documents, as well as from any claims arising from fraud, negligence, or willful misconduct committed by You.

The Indemnitee relies on these warranties and expects full protection from any claims, damages, liabilities, costs, and expenses arising out of the aforementioned indemnified activities. Moreover, By accepting Our Privacy Policy, You acknowledge that We utilize Your protected Personal Data, and You understand that You are not entitled to seek compensation in relation to its usage. Additionally, Your Personal Data may be shared in accordance with the specified rules as mentioned in Our Privacy Policy You cannot request indemnification from Us in relation to this matter.

2. Indemnification

To the fullest extent permitted by applicable law, You agree to indemnify, defend and hold harmless MetaEngineers Hub its affiliates, 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; hacking Users databases that are caused by, arising out of, or are related to the activities mentioned in Section 1.

3. Consent to Settlement

You acknowledge and agree that You shall not settle any claim or action arising from third-party claims without obtaining Our prior written consent. It is important to understand that any settlement agreement reached without Our express approval shall not be binding upon Us, and it shall not create any obligation on Our part to provide indemnification for the terms of such settlement.

Furthermore, You grant Us the right to assume control over the defense or settlement of any third-party claims for which indemnification is sought under this Agreement. In such cases, We shall have the sole discretion to choose legal counsel, make strategic decisions, negotiate settlements, or take any other actions deemed necessary for the defense or resolution of the claims.

4. Enforcement of Indemnification

In the event that You, as the Indemnitor, fail to fulfill Your obligations under this Agreement or fail to comply with the decisions rendered concerning third-party claims, You are obligated to compensate Us, the Indemnitee, for all losses incurred as a result of Your breach or non-compliance.

This includes but is not limited to any damages, liabilities, costs, expenses, or legal fees that We may reasonably incur in connection with the defense or settlement of any claims brought against Us by third

parties. It is essential to emphasize that the indemnification obligation extends to all losses suffered by Us as a direct result of Your actions or failures to act in accordance with this Agreement.

Moreover, as a means to ensure the seriousness of Your commitment to fulfilling your indemnification obligations, You shall be liable to pay an additional penalty equivalent to a daily amount of One Hundred United States Dollars (US\$250) for each day You fail to fulfill Your obligations. This penalty serves as a deterrent and underscores the significance of meeting Your obligations in a timely and satisfactory manner, in addition to any other remedies available to Us under this Agreement. It is essential to note that the enforcement of indemnification is a crucial aspect of this Agreement, and failure to comply with these provisions may result in legal consequences, including the pursuit of legal remedies to recover the losses incurred.

Therefore, it is imperative that You understand the seriousness of the indemnification obligations and the potential consequences of non-compliance. We strongly advise You to fulfill Your obligations diligently and promptly, ensuring that all required compensations, penalties, or any other agreed-upon remedies are provided in accordance with the terms and conditions of this Agreement.

Section 2: Limitation of Liability and Assumption of Risks

By accessing or using Our Platform, You acknowledge and agree to the following terms that outline the limitations of Our liability and the assumption of certain risks associated with Your use of the Platform. It is important to carefully read and understand these provisions before continuing to use Our Services. These terms are designed to protect both the Platform and its Users and ensure a clear understanding of the responsibilities and potential risks involved. Please note that these provisions do not waive any rights or protections that may be afforded to You under applicable laws and regulations.

1. System Crashes and Data Backups

MetaEngineers Hub employs various technological systems, including centralized and decentralized systems and blockchain technology, to operate the Platform and manage User Data. Additionally, We utilize multiple platforms such as AWS, Playfab, Azure, Drupel, Bluehost, and local storage to enhance the reliability and redundancy of Our systems.

Despite Our diligent efforts, We cannot guarantee uninterrupted system performance or prevent the possibility of system crashes or technical failures. While We take regular backups of all stored information in Our database, We expressly state that MetaEngineers Hub cannot be held responsible or liable for any system crashes, technical failures, data loss, or any resulting damages that may occur.

Users of the Platform acknowledge and accept the inherent risks associated with technology and acknowledge that unforeseen circumstances may arise that are beyond the control of MetaEngineers Hub. It is recommended that Users take appropriate measures, such as maintaining their own backups of important data, to mitigate any potential adverse effects of system crashes or technical failures.

2. Risks in Open Science

As MetaEngineers Hub activates the open science aspect and introduces market supply tokens, it is essential to acknowledge that certain risks may be associated with these functionalities. While We endeavor to create a fair and secure environment for Users, it is important to recognize the inherent risks that can arise in such settings.

One potential risk is the possibility of market manipulation by Users. While We implement measures to detect and prevent such activities, it is not possible to completely eliminate the risk of manipulation. Users should exercise caution and rely on their own judgment when engaging in transactions or interactions within the open science aspect of MetaEngineers Hub.

Another risk to consider is the potential for hacking attempts. Despite Our efforts to maintain robust security measures, the ever-evolving nature of technology means that no system can be entirely immune to hacking attempts. We continuously monitor and enhance Our security protocols to mitigate the risk of unauthorized access or data breaches. However, Users should be aware that the risk of hacking exists and take necessary precautions to safeguard their personal information and data.

It is important for Users to understand that while MetaEngineers Hub strives to create a secure and transparent Platform, the risks associated with open science, market supply tokens, and potential hacking attempts cannot be completely eliminated. By engaging with the open science aspect of MetaEngineers Hub, Users acknowledge and accept these inherent risks and agree to exercise due diligence and personal responsibility in their interactions within the Platform.

MetaEngineers Hub encourages Users to report any suspicious activities, potential security vulnerabilities, or concerns they may encounter while using the Platform. We remain committed to continuously improving Our security measures and addressing any issues that may arise to ensure a safe and trusted environment for all Users.

3. Workspace Risks

When the workspace feature is activated within MetaEngineers Hub, it is important to recognize that there is a level of risk involved in sharing data or texts during collaborative activities. While We implement precautions and security measures to protect User Data, it is crucial to understand that, there exists a risk that shared information may be exposed in the event of a hack or breach.

We prioritize the privacy and confidentiality of User Data within the workspace environment and take appropriate steps to safeguard against unauthorized access or data breaches. However, it is important to acknowledge that no system is entirely immune to security breaches, and the possibility of a breach always exists.

Users should exercise caution and employ best practices when utilizing the workspace feature. This includes being mindful of the type of information shared, understanding the access controls and permissions assigned to collaborators, and refraining from sharing sensitive or confidential data that could pose risks if exposed.

In the event of a breach or unauthorized access, MetaEngineers Hub will diligently investigate the incident, take prompt remedial actions, and notify affected Users as required by applicable laws and regulations. However, We cannot assume responsibility for any consequences or damages resulting from the exposure of shared data or texts within the workspace.

By using the workspace feature, Users acknowledge and accept the inherent risks associated with collaborative environments and understand that MetaEngineers Hub cannot be held liable for any unauthorized disclosure or breach of shared information. Users are encouraged to exercise caution and employ necessary safeguards to protect their data while utilizing the workspace feature.

4. Information Systems and Transparency

MetaEngineers Hub operates a range of systems and platforms to ensure data security, reliability, and transparency for Our Users. We prioritize the secure operation of these systems, regularly update them, and

strive to maintain transparency in Our processes. However, it is important to acknowledge that operating on the internet inherently carries certain risks that can arise at any given moment.

While We employ rigorous security measures and best practices to protect User Data and maintain the integrity of our systems, it is crucial to understand that no system can be completely immune to potential risks or vulnerabilities. Despite Our efforts, unforeseen events, including cyber-attacks, system breaches, or other unauthorized activities, may still occur.

We remain dedicated to promptly addressing any security issues that arise and taking appropriate measures to mitigate the impact. We continuously monitor Our systems, conduct regular vulnerability assessments, and implement necessary updates to enhance security and minimize potential risks.

Furthermore, We strive to maintain transparency by providing Users with relevant information regarding Our systems, data handling practices, and security measures. We encourage Users to review Our Privacy Policies, Terms and Conditions, and other applicable documents to gain a comprehensive understanding of Our practices.

While MetaEngineers Hub is committed to ensuring the security and transparency of Our information systems, it is important to note that the internet landscape is dynamic and ever-changing, which introduces inherent risks beyond Our control. Therefore, We cannot assume liability for any damages, losses, or unauthorized access to User Data that may occur despite Our best efforts.

By using MetaEngineers Hub's Services and Platform, Users acknowledge and accept these inherent risks associated with operating on the internet. We strongly recommend that Users also take proactive measures to protect their personal information, exercise caution while engaging in online activities, and report any suspicious incidents to Us promptly.

5. Independent Verification

Users of any and all Platforms as well as participants in open showcasing, open science, Metaverse, open workspace activities are advised that they bear sole responsibility for independently verifying the accuracy, reliability, and suitability of any information, data, or content obtained from the Website. MetaEngineers Hub provides information and content on the Website for informational purposes only and does not guarantee the accuracy, completeness, or reliability of such information.

While We strive to ensure that the information provided on the Website is up-to-date and accurate, Users must exercise their own judgment and discretion when relying on the information obtained from the Website. Any reliance on such information is done at the User's own risk.

MetaEngineers Hub does not assume responsibility or liability for any losses, damages, or consequences arising from the use of information, data, or content obtained from the Website. Users are strongly encouraged to verify the accuracy and suitability of any information obtained from the Website before making any decisions, taking any actions, or relying on such information for any purpose.

It is essential to note that the Website may contain User-generated content or contributions from third parties. While We make efforts to moderate and ensure the quality of such content, We cannot guarantee its accuracy, reliability, or completeness. Users should exercise caution and perform independent verification of any User-generated content or contributions found on the Website.

By using the Website and engaging in open science activities, Users acknowledge and accept their responsibility to independently verify the accuracy, reliability, and suitability of any information obtained

from the Website. Users are advised to consult appropriate professionals or experts in the relevant field to obtain independent advice or verification, as necessary.

6. External Links

The Platform may contain links to external websites or resources that are not controlled or operated by *MetaEngineers Hub*. We do not endorse or assume responsibility for the content, privacy practices, or activities of any third-party websites. Visiting external links from the Website is at Your own discretion and risk.

Section 3: Miscellaneous Provisions and Contact Information

1. Notices

You agree to promptly notify Us in writing of any third-party Claims and cooperate with Us in defending such Claims.

We will promptly inform You in writing about any Claims or actions, as well as notify You within five (5) days of receiving notice of any legal proceedings related to such claims or actions. Additionally, We will provide You with all the relevant information within their knowledge pertaining to the claim or action.

Any notice given to the Indemnitee or Indemnitor under or in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next-working-day delivery services at the Indemnitee's or Indemnitor's last known address; or
- (b) sent by email to its main email address.

Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt, or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting;
- (c) if sent by email, at 9.00 am on the next business day after transmission.

2. Waiver

No failure or delay by You to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

3. Entire Agreement

This Agreement and the documents referred to in it and any other related agreement constitute the entire agreement between Us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

You acknowledge that by entering into this Agreement do not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.

You agree that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

Nothing in this clause shall limit or exclude any liability for fraud.

4. Governing law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation including non-contractual disputes or claims shall be governed by and construed in accordance with the laws of the State of Delaware.

If either party has any issues, concerns, or complaints about this Agreement or any matter related to this Agreement, that party will notify the other party in a maximum period of ten (10) business days (the “*Dispute Notice*”) and the parties will then seek to resolve the issue by a process of consultation.

Such a process will do everything possible to settle amicably any dispute, controversy, or claim arising between the two parties. The attempt to bring about an amicable settlement will be considered to have failed if not resolved within forty-five (45) business days from the date of the Dispute Notice.

In the event of failure of amicable resolution. By means of consultation either party may submit the dispute to arbitration, in accordance with the arbitration rules of the American Association Arbitration (AAA) by a sole arbitrator appointed in accordance with said Rules. The language of the arbitration will be in English.

Each party agrees that an arbitral award rendered in accordance with this clause shall be conclusive and binding on it and not subject to appeal, and such award may be enforced against it in the courts of any competent jurisdiction, subject to the grounds for non-enforcement under the laws of the jurisdiction in which such enforcement is sought.

5. How to Contact Us

If You have any questions or comments about this Agreement or the Platform, You may contact Us through the following email address support@metaengineershub.com or on the Platform directly through the CONTACT US section.