

TERMS AND CONDITIONS

Date of Last Revision: 14/07/2023

1. Overview

Welcome to MetaEngineers Hub

These Terms and Conditions (“*Terms*”), together with the documents and policies incorporated and referenced in these Terms, including the Privacy Policy, shall constitute an agreement (“*Agreement*”) between You (“*You, Your, Yourself*”), and MetaEngineers Hub Inc. along with its affiliates, successors, and assigns (*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, MetaEngineers Hub dashboard, the Metaverse, and any other connected platform are referred to as the “*Platform*”), and/or using any Service offered on the Platform, whether as a Visitor, and/or a User and by accessing Our Platform, You indicate that You accept these Terms and that You agree to abide by them. If You do not agree to these Terms, please do not access Our Platform. You should read this Agreement carefully before starting to use the Platform.

Users agree and are aware that MetaEngineers Hub will only account for Users’ details, information, and Service instructions that are provided on the Platform when the Service is provided. MetaEngineers Hub is not liable to account for User or other related information and details that are provided outside the Platform including, MetaEngineers Hubs’ other communication channels including but not limited to mobile and email conversations.

We reserve the right to update, change or replace any part of the Terms by posting updates and/or changes to the Platform. It is Your responsibility to check the Terms periodically for changes. Your continued use of or access to the Platform following the posting of any changes constitutes acceptance of those changes.

Please note that Section 23, contains an arbitration clause and class action waiver. By agreeing to the Terms, You agree to resolve all disputes through binding individual arbitration, which means that You waive any right to have those disputes decided by a judge and that You waive Your right to participate in class actions, class arbitrations, or representative actions.

When You agree to these Terms and accept this Agreement, You do so on behalf of Yourself and any person that You entitle or authorize to use Your MetaEngineers Hub account to the extent provided in these Terms. You are responsible for obtaining all consents and authorizations needed to accept this Agreement for others.

GENERAL TERMS AND CONDITIONS

2. Definitions

The definitions used and defined in the NFT Terms of Sale <https://www.metaengineershub.com/documentation> shall have the same meaning ascribed to them in the Agreement unless otherwise provided for.

Service(s) means the services provided on the Platform for the Users that include but are not limited to Open Showcasing, Metaverse, Open Workspace, and Open Science, designed to create a comprehensive ecosystem that nurtures scientific advancements and creative pursuits.

User(s) means those who are subscribed to the Platform and who request a Service through the Platform.

Visitor(s) means an internet user who visits the Platform.

3. Using the Platform on Behalf of Another

If You use the Platform on behalf of another, whether a natural person (“**Individual**”) or legal non-natural person or entity (“**Organization**”), You represent and warrant that You (1) are duly authorized and empowered by and for that Individual or Organization to agree to these Terms and accept this Agreement on behalf of the Individual or Organization, and (2) do accept this Agreement on behalf of the Individual or Organization; unless the Individual or Organization has a separate paid contract with MetaEngineers Hub, in which event the terms of that separate paid contract will control. You also represent and warrant that You are duly authorized and empowered to use the Platform on behalf of the Individual or Organization.

4. The Platform Description

The Platform operates under the name of MetaEngineers Hub, which is a forward-thinking tech startup dedicated to fostering innovation and collaboration in research and development. Through Our suite of integrated platforms, which are powered by a decentralized, AI-blockchain-driven ecosystem, We empower individuals and organizations from all backgrounds and skill levels to collaborate, develop, showcase, and sell their innovations securely, while protecting their intellectual property. Our suite platforms include Open Showcasing, Metaverse, Open Workspace, and Open Science, which are designed to create a comprehensive ecosystem that nurtures scientific advancements and creative pursuits.

By creating an account and subscribing to the Platform (“**Subscription**”), You are a User requesting Services from Us. Users can access Our Platform, and use any of the Services.

MetaEngineers Hub reserves the right, from time to time, to: update the Platform; and/or make new applications, tools, features, or functionalities available through the Platform, the use of which may be contingent upon Your agreement to additional Terms and/or service fees. MetaEngineers Hub reserves the right to discontinue the Services, the Platform, or certain applications, tools, features, or functionalities of the Platform, for any reason at any time, in MetaEngineers Hub sole discretion, without any liability to You.

5. What You Represent

You represent and agree to the following:

1. **Representations and Warranties:** You hereby represent and warrant that: (a) You are at least 13 years old; (b) You have not been previously suspended or removed from the Platform; and (c) You will provide any requested documentation, including documentation necessary to verify Your identity and payment information.
2. **Age Restriction:** You understand and acknowledge that the use of the Platform by individuals under the age of 13 is prohibited without parental supervision.

3. **Truthful Representation:** You agree to provide accurate, truthful, and current information to the best of Your knowledge. You further represent that You have the necessary rights, authority, and power to agree to these Terms and perform the obligations required by this Agreement.
4. **NFT Terms of Sale:** You agree to read and accept Our NFT Terms of Sale by accessing <https://www.metaengineershub.com/documentation> and abide by its provisions entirely.

6. Use of the Platform

By visiting the Platform and/or using any Services through the Platform, You agree that:

- (a) You will not use Our Platform for any illegal or unauthorized purpose nor may You, in the use of the Platform, violate any laws in Your jurisdiction (including but not limited to copyright laws).
- (b) You will not transmit any worms or viruses or any code of a destructive nature.
- (c) You will not reproduce, duplicate, copy, sell, resell, or exploit any portion, use, or access to the Platform or any contact on the Platform, without Our prior written permission.
- (d) Users will provide Us with, including but not limited to, first and last name, phone number, email address, address details, gender (optional), and credit/debit card details on the checkout page as set out in these Terms. When the User wants to request a Service, the data will include but is not limited to, type of service, job description (what they need), detailed address (in writing plus a pin on a map), images of the future work site, documents regarding the site (plans, permits, if necessary, etc.) (“**User Data**”).
Users also agree that We may use some information to contact them in the context of their request if necessary (in accordance with Our Privacy Policy). If Users do not provide Us with all the required information, they cannot be provided by any of the Services.
- (e) Users should create a profile for themselves (“**User Profile**”). In order to create Your Profile, MetaEngineers Hub may ask You to provide the following details: (i) First name, (ii) Last Name, (iii) email, (iv) password, (v) gender (optional), (vi) credit or debit card, (vii) Nationality (optional), (viii) ID. Upon User registration on the platform, an auto-generated 42-character token will be assigned to the User. This token serves as a unique identifier and remains associated with the User's account throughout their history on the Platform. The User Main ID Token connects various aspects of the User's activity and information.

For security purposes, the User Main ID Token can be re-generated once if the User successfully passes a series of security checkpoints. This process ensures the integrity and protection of the User's account. The User Main ID Token plays a vital role in maintaining the continuity and coherence of the User's records and interactions within the Platform.

7. Account Creation and Login Credentials

User Account Creation and Login Credentials: To use the Platform, You may be required to enroll as a User and create an account (“**User Account**”). To enroll as a User, You will be required to provide Us with information about Yourself, including but not limited to Your User Data and User Profile as defined in these Terms under sections 6 (d) and 6 (e). You agree that the information You provide to Us will be accurate and that You will keep it up-to-date at all times. Users are solely responsible for maintaining the confidentiality of their login credentials (“**User Login Credentials**”), and to the extent allowed by law, You

accept responsibility for all activities on Your account authenticated through User Login Credentials, whether authorized or not. Each User agrees to keep User Login Credentials confidential and secure, and Users will not give or make User Login Credentials available, directly or indirectly, to any unauthorized individual. You acknowledge and agree that if Users allow, whether through action or inaction, a person to gain access to User Login Credentials, with or without permission, the User is authorizing that person to use the User Account, and You will 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.

For ease of reference and in the context of these Terms, “*User Login Credentials*” should refer to “*Login Credentials*”. **Lost, Stolen, or Compromised Account or Login Credentials:** You agree to immediately notify MetaEngineers’s Hub customer support through e-mail: info@metaengineershub.com if You believe that Your User account has been: compromised or accessed without authorization, Login Credentials lost, stolen, or compromised, or that someone has attempted or may attempt to make or request payments through Your User Account without authorization.

To the extent allowed by law, You agree to be bound by all payment instructions or transactions initiated in compliance with MetaEngineers’s Hub security procedures and this Agreement, whether or not authorized. You agree that You will be liable for all losses or payments resulting from the theft, loss, compromise, or unauthorized use of Your account or Login Credentials, unless (1) You have notified MetaEngineers Hub of possible theft, loss, compromise, or unauthorized use, and (2) We have had a reasonable opportunity to act on that notice. You will also be responsible for any losses or unauthorized payments resulting from any fraudulent or illegal compromise of Your systems. You agree that You will be responsible and liable for payments or transfers containing inaccurate instructions or other errors unless limited by law. Upon Your timely report, We may, in Our sole discretion, use good faith measures to attempt to reverse and recover any unauthorized or erroneous payments or transfers on Your behalf, but MetaEngineers Hub will have no responsibility, obligation, or liability in relation to such payments or transfers or any reversal or recovery attempts.

8. Prohibited Uses

We want to make sure that You use the Platform responsibly and follow the rules. Therefore, You are not allowed to use the Platform:

- (a) For any illegal or unlawful purposes.
- (b) To encourage others to participate in any unlawful activities.
- (c) To violate any applicable laws or regulations.
- (d) To steal or use the intellectual property rights content or trademarks of others, without permission.
- (e) To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate against anyone on the basis of gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- (f) To give inaccurate information or otherwise submit false or misleading information.
- (g) To upload or transmit viruses or other malicious code that could affect the Platform or the internet.
- (h) To collect or track other Users' personal information without their consent.
- (i) To engage in spamming, phishing, or any other fraudulent activities.
- (j) To use the Platform for any obscene or immoral purposes.
- (k) To attempt to interfere with or circumvent the security features of the Platform or other websites.

9. Accuracy, Completeness, and Timeliness of Information

We are not responsible if any information made available on the Platform is not accurate, complete or current. The material on the Platform is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on the Platform is at Your own risk.

The Platform may contain certain historical information. Historical information, necessarily, is not current and is provided for Your reference only. We reserve the right to modify the contents of the Platform at any time, but We have no obligation to update any information on the Platform. You agree that it is Your responsibility to monitor changes to the Platform.

We reserve the right but are not obligated to, limit the access of the Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. All descriptions of the Services, including pricing are subject to change at any time without notice, at Our sole discretion. We reserve the right to discontinue any Service at any time. Any Service made on the Platform is void where prohibited. We do not warrant that the quality of any Services purchased or obtained by You will meet Your expectations.

10. For Users only: Payment and Billing Information

10.1. Payment. The Services provided are charged based on the following conditions: (a) the access to the Platform, or to certain features of the Platform, may require the User to pay certain fees (individually and collectively, “**Subscription Fees**”), including but not limited to transaction fees, payment processing fees, and other special services fees. You, as a User, agree to pay when due the Subscriptions Fees applicable to Your use of the Services. The Payment is exclusively made through the Platform. You agree that You are responsible for the full amount of applicable Subscription Fees for each billing transaction; (b) when using a Service with a fee, You have an opportunity to review and accept the Subscription Fees to be charged; Subscription Fees may change from time to time and will be updated on the Platform. MetaEngineers Hub may choose to temporarily change the Subscription Fees for promotional events, or introduce new services; such changes are effective when We post the temporary promotional event or new service on the Platform or inform the Users; (c) You, as a User, authorize to use the credit or debit card You have provided to Us (as updated from time to time) to automatically charge You in United States Dollar (“**USD**”) or any other currency for the Subscription Fees applicable to Your use of the Services. You will also be able to process payments in international currencies but You will bear the currency conversion rates and fees applicable accordingly.

10.2. Price and Taxes. The Services purchased on the Platform are subject to VAT and prices are exclusive of VAT. MetaEngineers Hub shall not be responsible for the pricing (the Subscription Fees, including but not limited to transaction fees, payment processing fees, and other special services fees). The price of the Services is as stipulated at all times on the Platform, except in the case of an obvious error. Although We make every effort to ensure that the prices featured on the Platform are correct and accurate, an error may occur.

10.3. Payment Gateway. You agree and guarantee that: (a) You will not use the Payment Gateway for money laundering, and You will report any suspicious activity or parties knowingly engaged in money laundering, (b) that Your use complies with all laws and regulations in Your jurisdiction, (c) that all usage is in compliance with the Payment Gateway’s terms and policies and (d) that MetaEngineers Hub will ask You to provide the following payment details: Your card number, Your CVV and the expiration date of Your card upon checkout.

10.4. Use of Credit/Debit Card. To minimize the risk of non-authorized access, Your credit/debit card details will be encrypted. Once We receive Your request, We may request a pre-authorization on Your card to ensure that there are sufficient funds to complete the transaction. Credit/Debit cards are subject to verification and authorization by the card issuing entity. If the entity does not authorize the payment, We shall not be liable for any delay or failure to deliver the Service and We will be unable to conclude any contract with You. Visa or MasterCard debit and credit cards in Your local currency will be accepted for payment.

10.5. Updating Your Account. You agree to provide current, complete, and accurate purchase and account information for all purchases made on Our Platform. You agree to promptly update Your account and other information so that We can complete Your transactions and contact You as needed.

10.6. Restrictions on Use. We reserve the right to refuse any request for any Service You place with Us. We may, in Our sole discretion, limit or cancel the Services requested. These restrictions may include paid Services placed by or under the same account, the same credit card, and/or requests that use the same email address and/or the same mobile number. In the event that We make a change to or cancel any Service, We may attempt to notify You by contacting the e-mail address and/or the mobile number provided at the time the Service was requested. We reserve the right to limit or prohibit the requested Services that, in Our sole judgment.

Please note that in the event of any restriction or cancellation of a Service, no refunds will be made.

10.7. NFT Terms of Sale. You agree to read and accept Our NFT Terms of Sale by accessing <https://www.metaengineershut.com/documentation> and abide by its provisions entirely.

11. Correct Errors

We understand that mistakes happen, and We want to make sure that You have the ability to correct any errors that may occur while entering Your User Data. If You do make an error, please don't hesitate to contact Our customer service team through support@metaengineershut.com or directly through Our Platform, and We will be happy to help You correct it.

In case You are Subscribing to Our Platform and You detect an error in Your request after the completion of the Subscription payment process, You should immediately contact MetaEngineers Hub via the chatbot feature or by email at support@metaengineershut.com to correct the error.

12. Third-Party Links

Certain content and Services available via Our Platform may include materials and content from third parties.

Third-party links or content videos on the Platform may direct You to third-party websites that are not affiliated with Us. We are not responsible for examining or evaluating the content or accuracy and We do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, Services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure You understand them before You engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products, content, and practices, should be directed to the third-party.

13. Intellectual Property

This Platform contains material, and content which is owned by or licensed to MetaEngineers Hub. This material and content include, but are not limited to, the design, layout, look, appearance, videos, information, and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms. The Platform may be used only by You, and You may not rent, lease, lend, sub-license, or transfer the Platform or any data residing on it or any of Your rights under these Terms to anyone else.

You may not develop or derive for commercial sale any data in machine-readable or other form that incorporates or uses any substantial part of the Platform. You may not transfer to or store any data residing or exchanged over the Platform to any electronic network for use by more than one user unless You obtain prior written permission from MetaEngineers Hub. Except as otherwise expressly provided, You shall not sell, modify, reproduce, copy, display, perform, distribute, transfer, use, publish, license, or create derivative works from any content contained in the Platform. The use of the Platform's content on any other Platform or in a networked computer environment for any purpose is prohibited. You shall not copy or adapt the coding that MetaEngineers Hub creates to generate its pages. You shall not upload, post or otherwise make available on the Platform any material protected by copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark, or other proprietary right. MetaEngineers Hub does not have any express burden or responsibility to provide You with indications, markings, or anything else that may aid You in determining whether the material in question is copyrighted or trademarked. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, or any other harm resulting from such a submission.

Subject to any third-party rights in any preexisting content included within Your User Content, You retain ownership of any rights You may have in Your User Content, and submitting Your User Content to the Platform does not transfer ownership of Your rights. You hereby grant MetaEngineers Hub an unrestricted, assignable, sub-licensable, royalty-free license throughout the universe to reproduce, distribute, publicly display, communicate to the public, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), make available, create derivative works from, retransmit from external sites, and otherwise exploit and use all or any part of all User Content ("*User Content*") You post to or through the Platform by any means and through any media and formats now known or hereafter developed, for the purposes of (i) advertising, marketing, and promoting MetaEngineers Hub and the Platform; (ii) displaying and sharing Your User Content to other Users of the Platform; and (iii) providing the Service as authorized by these Terms.

You acknowledge that We may not always identify paid services, sponsored content, or commercial communications as such. You further grant MetaEngineers Hub a royalty-free license to use Your User's name, image, voice, and likeness to identify You as the source of any of Your User Content. You must not post any User Content on or through the Platform or transmit to MetaEngineers Hub any User Content that You consider to be confidential or proprietary. Any User Content posted by You to or through the Platform or transmitted to MetaEngineers Hub will be considered non-confidential and non-proprietary, and treated as such by MetaEngineers Hub, and may be used by MetaEngineers Hub in accordance with this Agreement without notice to You and without any liability to MetaEngineers Hub. The foregoing provisions apply equally to and are for the benefit of MetaEngineers Hub, its subsidiaries, affiliates, and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

14. Warranty Disclaimer for the Platform

Your access to the Platform and/or Your use of any of its Services is at Your sole risk.

You acknowledge that We may use third-party suppliers for hardware, software, connectivity, and all business requirements to get You the Services. The acts and omissions of those third-party suppliers may be outside of Our control and You can't hold Us liable for any loss or damage suffered as a result of any act or omission of any third party.

We do not warrant that: (i) the Platform will meet Your specific requirements; (ii) Our access to the Platform or any of its Services will be uninterrupted, timely, secure, or error-free; (iii) the Platform will be accurate or reliable; (iv) the quality of any Services, information, or other material purchased or obtained by You through the Platform will meet Your expectations; or (v) any errors in the Platform will be corrected.

The information presented or contained in MetaEngineers Hub, or provided through the Platform (*Content*) is presented for the purpose of providing Services.

The Content and other information contained in the Platform are compiled from a variety of sources.

15. Limitation of Liability

You waive and shall not assert any claims or allegations of any nature whatsoever against MetaEngineers Hub, its parent, affiliates or subsidiaries, their sponsors, suppliers, contractors, advertisers or other partners, licensors, any of their successors or assigns, or any of their respective officers, directors, agents, employees or interns arising out of or in any way relating to Your access or use of the Platform, including, without limitation, any claims or allegations related to infringement of proprietary rights, or allegations that any of the mentioned above parties (*Related Parties*) has or should indemnify, defend or hold harmless You or any third party from any claim or allegation arising from Your use or other exploitation of any third party products or the Platform. Without limiting the foregoing, neither MetaEngineers Hub nor any other Related Parties shall be liable for any direct, special, indirect, or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of property, or otherwise, arising out of or in any way connected to the access to the Platform and the use of or inability to use any or all of the Services, including without limitation any damages caused by or resulting from Your reliance on the Platform or other information obtained from or accessible via MetaEngineers Hub or any other Related Parties, or that result from mistakes, errors, omissions, interruptions, deletion of files or data or email, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of God, force majeure, communications failure, theft, destruction or unauthorized access to MetaEngineers's Hub or any other Related Parties' records, programs or services.

MOREOVER, METAENGINEERS HUB SHALL NOT BE HELD LIABLE FOR USER/AND OR OTHER' INFORMATION DETAILS THAT ARE PROVIDED OUTSIDE THE SCOPE OF THE PLATFORM INCLUDING, BUT NOT LIMITED TO, THE METAENGINEERS HUB WEBSITE AND DIFFERENT CHANNELS OF COMMUNICATION LIKE PHONE AND EMAIL CONVERSATIONS OR EVEN PHYSICAL/LIVE COMMUNICATION. METAENGINEERS HUB SHALL NOT BE HELD LIABLE FOR ANY BAD BEHAVIORS OF A USER DURING THEIR USE OF THE PLATFORM.

16. Community Guidelines

You are responsible for Your communications and Your use of the Platform. You may not, under any circumstances, do any of the following: (a) use simultaneous, unattended or continuous connections to MetaEngineers Hub with one account; (b) post or transmit any message which is libelous or defamatory; (c) post or transmit any message, data, image or program which is indecent, obscene or pornographic; (d) post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion; (e) use the Platform to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others; (f) intercept or attempt to intercept email or other private communications not intended for You; (g) send email to other Users for any purpose including personal communication, or to advertise or offer to sell unsolicited goods or services to other Users, use as a mass unsolicited distribution medium to communicate a generally unsolicited message, or use Your email account as an address to which Users need to respond (except as otherwise expressly permitted by MetaEngineers Hub); (h) send unsolicited email messages through third-party mail servers in order to relay Your email or hide the origination of Your email to others; (i) upload or download files that contain software or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless You own or control the rights to such files or have received all necessary consents; (j) delete any author attributions, legal notices or proprietary designations or labels in a file that You upload to MetaEngineers Hub; (k) falsify the source or origin of software or other material contained in a file that You upload to MetaEngineers Hub; (l) use MetaEngineers Hub in a manner that adversely affects the availability of its resources to other Users; (m) falsely purport to be an employee or agent of MetaEngineers Hub (n) cause repeated disruptive incidents; (o) act, or fail to act, in Your use of MetaEngineers Hub, in a manner that is contrary to applicable law or regulation; or (p) engage in any other activity deemed by MetaEngineers Hub to be in conflict with the spirit or intent of this Agreement. In addition, You may not post or transmit any message which is harmful, threatening, abusive, or hateful. It is not the intent of MetaEngineers Hub to discourage Users from taking controversial positions or expressing vigorously what may be unpopular views in MetaEngineers Hub. Nonetheless, MetaEngineers Hub reserves the right to take such action as it deems appropriate in cases where MetaEngineers is used to disseminate statements that are deeply and widely offensive and/or harmful. Each time You upload a file on MetaEngineers Hub, You represent and warrant that You own or otherwise control the rights or have the necessary consents to do so. Your failure to observe any of the foregoing limitations or obligations may result in civil or criminal liability.

17. Indemnification

You agree to indemnify, defend and hold harmless MetaEngineers Hub and its Related Parties harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Your breach of the Terms or the documents they incorporate by reference, or Your violation of any law or the rights of a third party.

YOU HEREBY RELEASE US AND AGREE TO HOLD METAENGINEERS HUB HARMLESS FROM ANY AND ALL CAUSES OF ACTION AND CLAIMS OF ANY NATURE RESULTING FROM THE USE OF THE PLATFORM, INCLUDING (WITHOUT LIMITATION) ANY ACT, OMISSION, OPINION, RESPONSE, ADVICE, SUGGESTION, INFORMATION, AND/OR SERVICE OF ANY EXPERT AND/OR ANY OTHER CONTENT OR INFORMATION ACCESSIBLE THROUGH THE PLATFORM. YOU UNDERSTAND, AGREE, AND ACKNOWLEDGE THAT THE PLATFORM IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, NON-INFRINGEMENT, SECURITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY. THE USE OF THE PLATFORM IS AT YOUR OWN RISK. TO THE FULLEST EXTENT OF THE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED. YOU UNDERSTAND, AGREE, AND ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD

PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

18. Severability

In the event that any provision of the Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

The headings used in the Agreement are included for convenience only and will not limit or otherwise affect the Terms.

19. Termination

THIS SECTION CONTAINS SPECIAL TERMS THAT ONLY APPLY TO USERS REGISTERED ON METAENGINEERS HUB. IF YOU ARE PURCHASING AN NFT, YOU AGREE TO READ AND ACCEPT OUR NFT TERMS OF SALE BY ACCESSING [HTTPS://WWW.METAENGINEERSHUB.COM/DOCUMENTATION](https://www.metaengineersh.com/documentation) AND ABIDE BY ITS PROVISIONS ENTIRELY.

These Terms, as amended, will be effective commencing with Your first use, pre-Membership, or Membership of the Platform and will remain in full force and effect throughout Your use of the Platform and/or its Services.

Notwithstanding any of these Terms, MetaEngineers Hub reserves the right, without notice and in its sole discretion, to terminate your Membership to use the Platform, and to block or prevent Your access to and use of the Platform. MetaEngineers Hub reserves the right to refuse service to anyone for any reason at any time. In the event of termination of access to the Platform for any reason, You have no right to obtain a copy of any data or communications You stored or effected via the Platform or any other data. You are free to terminate Your use of the Platform at any time. You can simply choose to stop visiting or using any aspect of the Platform.

20. Force Majeure

MetaEngineers Hub will not be held liable for any delay or failure to perform any obligation related to the Platform if the delay or failure is due to unforeseen events that are beyond MetaEngineers's Hub reasonable control, including, without limitation, acts of God, strikes, blockade, war, terrorism, riots, natural disasters, epidemic, pandemic, or governmental action, and other industrial disputes, breakdown of information communication technology systems or network access, flood, fire, explosion or accident.

21. Entire Agreement

The failure of Us to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

The Terms and any policies or operating rules posted by Us on the Platform or in respect to the Services, constitute the entire agreement and understanding between You and Us and govern Your access and use of the Platform, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between You and Us (including, but not limited to, any prior versions of the Terms).

Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

22. Terms Modification

We reserve the right to review and modify the Terms at any time. You are subject to the Terms in effect at the moment in which You access the Platform or use any of its Services, except when by law or decision of governmental entities We must make changes retroactively to said policies, Terms, or Privacy Policy. In this case, the possible changes will also affect requests made previously by You.

23. Governing Law and Jurisdiction

23.1 Governing Law.

This Agreement shall be governed by, and all disputes arising under or in connection with this Agreement shall be resolved in accordance with the laws of the state of Delaware.

23.2 Dispute Resolution.

If either party has any issues, concerns, or complaints about these Terms or any matter related to these Terms 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 pursuant to clause 23.2 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 23.2 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.

24. Contact Information.

Your comments and suggestions related to this Agreement or to any of Our Platforms are always welcome. You may contact Us through the following email: info@metaengineershut.com or on the Platform directly through the CONTACT US section.

SPECIFIC TERMS AND CONDITIONS

Use of the Metaverse

1. **Platform Operations:** The Metaverse operates on the same Platform, which incorporates all the aforementioned details while ensuring independent and secure database storage and data handling. Further information can be found in the "main information" section of the Metaverse.
2. **Use Options:** Both Visitors and Users have the option to explore the Metaverse. However, it is important to note that Visitors' use of the Metaverse may be subject to certain limitations or restrictions.
3. **Interaction with Custom AI:** Users have the ability to engage with a custom-built AI powered by OpenAI's GPT-4. This AI agent is capable of communication with various tools and APIs,

including Google's API, Stable Diffusion (Dream Studio), and DALL-E. Any content generated by the AI, such as images, is securely stored on AWS.

4. **Access to Generated Images:** Currently, Users do not have access to the generated images once they exit their current runtime. Text conversations between the AI and Users are not stored. As part of Our ongoing improvements, We are actively working on implementing a chat history feature for registered users. This feature will enable a seamless experience by preserving previous conversations when returning to the Metaverse.
5. **Account Creation:** To access the Metaverse, Users are required to create an account by providing a username, password, and email address. Users have the option to independently modify their usernames and passwords or seek assistance from Our team. For security purposes, Users may be required to change passwords every three (3) to six (6) months.
6. **Asset Storage:** Our assets are stored using PlayFab and AWS. These assets are associated with each User's unique identification number.
7. **Upload Limits and Subscriptions:** Under the free tier, each User is permitted to upload one project. However, Users who subscribe to the Platform can apply for higher upload limits by submitting an application to the Metaverse.

These specific terms and conditions should be considered in conjunction with the general terms of use governing the Metaverse.