

## MetaHollywood Terms and Conditions

These terms and conditions define terms under which we provide our services to Users, and include a KYC/AML statement (“this **Agreement**” or “**Terms**”), effective upon the date of its publication on the Website. This Agreement sets out the terms and conditions of your use of the MetaHollywood platform (“**We**” or the “**Platform**” or “**MetaHollywood Platform**”), as well as your access and use of our other services provided through the Platform (the “**Services**”).

These Terms constitute a legally binding agreement and create a binding contract between you and the MetaHollywood Platform. By accessing or using the Platform you are accepting these terms (on behalf of yourself or the entity that you represent). If you do not agree with all of the provisions of these terms, you are prohibited from accessing, using or transacting on the Platform. You should take time to read these Terms carefully and thoroughly.

To be eligible to use the Platform and Services, you must be at least 18 years old (or the applicable age of majority and contractual capacity in your jurisdiction). By accessing or using the Platform and Services you represent and warrant that you are 18 or older.

### 1. GENERAL

1. By signing up to use an Account (as defined below) through the Platform and websites made available through the Platform, you agree to comply with and be legally bound by these Terms. If you do not agree to any of the terms set forth in these Terms, or any subsequent modification to these Terms, you may not access or use any of the Services and must cancel your Account immediately.
2. Our Privacy Policy, KYC Policy, Community Guidelines and any other mandatory policies can be accessed on <https://metahollywood.io/> or other agreements entered into separately between us are considered an integral part of these Terms and have the same legal effect. Your use of the Platform and the Services is conditional on the acceptance of all supplementary terms as may from time to time be published on the Platform.
3. We may amend or modify these Terms at our discretion at any time by posting such amended or modified Terms on the Website. Any and all modifications or changes will become effective upon publication and the User agrees and acknowledges that we will not explicitly notify the User about the possible amendments and modifications. By continuing to access the Platform or use the Services once the revised Terms are effective, you agree to be bound by such Terms.

### 2. INTERPRETATION OF TERMS

The following terms shall have, for the purposes of this Agreement, the following meaning: “Account” shall have the meaning as set out in Clause 4 of these Terms;

“**AML**” means Anti Money Laundering clause, which refers to the laws, regulations and procedures intended to prevent individuals from disguising illegally obtained funds as legitimate income;

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- “Client”** means any User, who, as our client, offers any non-fungible tokens through the Platform or Website to other Users;
- “Confidential Information”** means information, technical data or know-how, including, but not limited to, information relating to business and product or service plans, financial projections, customer lists, business forecasts, sales and merchandising, human resources, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, engineering, marketing or finance to be confidential or proprietary or information which would, under the circumstances, appear to a reasonable person to be confidential or proprietary;
- “Digital asset(s)”** means any files created electronically or scanned and uploaded to a computer, to avoid any doubt, any digital collectibles including, but not limited to, video, audio files, images, graphic, design files, presentations, or any other digital work;
- “Fee(s)”** means price that User shall pay Us as remuneration for the Services provided for the User;
- “Intellectual Property Rights”** mean any copyrights, designs, patents, rights to inventions, rights in confidential information, know-how, trade secrets, trademarks, trade names, database rights, chip topography rights, mask works, utility models, domain names, source codes, rights in designs, rights in computer software, rights in the websites or mobile applications and all similar rights of whatever nature and in whatever form and, in such case (a) whether registered or not, (b) including any applications to protect or register such rights, (c) including all renewals and extensions of such rights or applications, (d) whether vested, contingent or future and wherever existing;
- “KYC”** means Know Your Customer standards, which are designed to protect including, but not limited to, financial institutions against fraud, corruption, money laundering and terrorist financing, as institutions have the obligations to verify customer’s identity;
- “Marketplace”** means an online platform where NFT(s) can be stored, displayed, traded, and created. It is accessible through the Website;

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- “Non-Fungible Token” or “NFT”** means a unit data stored on block chain and which is unique, non-interchangeable with any other non-fungible tokens and with block chain-managed ownership;
- “Platform”** means an online platform accessible through the Website and application(s) operated by Us;
- “Privacy Policy”** shall have the meaning as set out in Clause 6.2 of these Terms;
- “Services”** shall have services provided and made accessible to users on the Platform which include: marketplace and auction place for NFTs, creation of NFTs, NFT trade and other services as may from time to time available on the Platform;
- “Smart Contracts”** a computer program or a transaction protocol which is intended to automatically execute, control or document legally relevant events and actions according to the terms of a contract or an agreement;
- “Terms”** shall mean agreement between you, as a User, and Us for the use of the Platform and Services, in accordance with these Terms;
- “We” or “Us”** means the Platform; and
- “Website”** shall mean the MetaHollywood website, accessible on <https://metahollywood.io/>.

### 3. RISKS

- 3.1. Please note the following risks of using the Services: The risk of loss in holding any cryptographic tokens can be substantial. You should therefore carefully consider whether holding any cryptographic tokens is suitable for you in light of your financial condition. In considering whether to hold any cryptographic tokens, you should be aware that the price or value of cryptographic tokens can change rapidly, decrease, and potentially even fall to zero. You assume all risks when using the Platform.
- 3.2. When using the Platform and the Services you acknowledge that the Platform, its directors, officers, employees, agents, advisors, licensors, attorneys, independent contractors, providers,

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subsidiaries, and affiliates shall in no event be liable, directly or indirectly, for any losses, claims, damages or liabilities, general, special, compensatory, consequential and/or incidental, incurred by you as a User arising out of or relating to or in connection with the Platform, the Services, UMAD tokens, NFTs, any performance or non-performance of the Platform, or any other product, service or other item provided by or on behalf of Us and our affiliates, including but not limited to loss of profits, loss of value, loss of goodwill, loss of data and any other damages.

- 3.3. You understand and agree that any NFT, blockchain technology or distributed ledger technology related projects are new and relatively untested and outside of our exclusive control. Any adverse changes in market forces, the technology and regulatory environment impacting our performance shall absolve Us from responsibility in this regard, including but not limited to hacking attacks, possible theft, unfavorable regulatory action, or unclear legal/tax status of NFT(s), weakness or exploits in the field of cryptography, application security breaches, breaches of any third-party providers, or materialized risks of changes to the Ethereum platform.
- 3.4. You agree and acknowledge that we do not make any representations and warranties on the liquidity, the present and future valuation of UMAD tokens, the NFTs, or any other blockchain assets. You acknowledge that (i) the value of UMAD tokens and/or the NFTs are extremely volatile and may fluctuate from time to time; (ii) the fluctuations in the price of UMAD tokens or other digital, virtual and/or blockchain assets may materially and adversely affect the valuation of the NFTs; and (iii) the value of the NFTs and/or UMAD tokens may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for NFTs, and therefore the value of NFTs and/or UMAD tokens is subject to the potential for permanent or total loss of value should the market for NFTs disappear.
- 3.5. While we implement reasonably practicable procedures, measures, and steps to safeguard the security and the integrity of the Platform, we cannot and do not guarantee absolute security over the internet and/or electronic storage and do not represent, warrant or undertake that the Platform, the content, any Services provided on the Platform are free of viruses or other harmful components. You agree and acknowledge that we do not represent or warrant that any of the Services or the Platform are secure from a hacker or other malicious attack, which may result in the stealing or the loss of the User's confidential information or any other data.

## 4. REGISTRATION OF AN ACCOUNT

- 4.1. **Registration of Account.** In order to use the Platform and the Services, you must first register by providing your identification information, which shall include name, e-mail address, password, and affirming your acceptance of these Terms. Upon successful completion of the registration process, we will establish your Account (also "**Account**"). We may at our discretion refuse to allow anyone to establish an Account, or limit the number of the Accounts that a single User may establish and maintain at any time.
- 4.2. **Password Security and Keeping Your Contact Information Current.** You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), application programming interface (API) keys or any other codes related to your Account or that you use to access the Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Account by third parties and the loss or theft of any NFT(s) and/or funds held in your Account and any associated accounts, including your linked bank account(s)

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and credit card(s). You are responsible for keeping your email address and telephone number up to date in your Account's profile in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to the compromise of your sensitive information or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your Account's information has been compromised, you must contact Us immediately. For the avoidance of doubt, any communication or assistance we may offer in such an event shall not be in any way construed as an admission of liability or a waiver of any rights entitled to Us in accordance with this Agreement.

- 4.3. **Verification of Your Account.** Due to any statutory and regulatory requirements the creation and usage of Your Account can be subject to verification. You agree to provide Us with the information we may from time to time request for the purposes of identity verification, compliance with KYC rules, as well as detection of money laundering, terrorism financing, fraud or any financial or other crime. The requested information may include Personal Data (please refer to our Privacy Policy). By providing Us with the information we request, you confirm that it is true and accurate, and agree to inform Us in case of change concerning such information. We reserve the right to block or restrict access to your Account as we see fit until we are satisfied with the information you have provided and determine in our sole discretion that it is sufficient to validate your Account.
- 4.4. **Additional information.** You agree to provide such additional information and documents at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. You agree and undertake to provide any such additional information and documents that we may from time to time require for the purpose of or otherwise to facilitate compliance with any applicable laws and regulation. You acknowledge that a failure to do so may also result in the blocking or restricting of your Account as stated in the former clause.

## 5. KYC AND AML COMPLIANCE

- 5.1. We are obliged to comply with "Know Your Customer" ("KYC") and "Anti Money Laundering" ("AML") laws and regulations (together, "KYC/AML regulations") on any Users of our Platform. You may not be able to make any transactions unless you comply successfully with established KYC procedures in accordance with our AML Policy.
- 5.2. Documents submitted must be verified prior to opening your Account. Verification of your identity will require multi-factor authentication, layered security and other controls to ensure a meaningful User identity confirmation process is based on accumulated reward size, among other factors.
- 5.3. Pursuant to the economic sanctions' programs administered in the jurisdictions where we conduct business, we may be prohibited from providing Services or entering into relationships with certain individuals and/or entities. By using the Services and accessing the Platform, you represent and warrant that your use of any of our Services complies with those requirements. Without limiting the foregoing, You may not acquire UMAD tokens or any cryptographic tokens or use any of the Services through the Platform if: (1) You are in, under the control of, or a national or resident of Cuba, Iran, North Korea, the regions of Crimea, Donetsk and Luhansk in Ukraine, Russia, Sudan,

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Afghanistan or Syria or any other country subject to United States embargo, UN sanctions, HM Treasury's financial sanctions regime, or if You are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List HM Treasury's financial sanctions regime; or (2) You intend to supply the acquired cryptocurrency(ies) or the Services to Cuba, Iran, North Korea, the regions of Crimea, Donetsk and Luhansk in Ukraine, Russia, Sudan or Syria or any other country subject to United States embargo or HM Treasury's financial sanctions regime (or a national or resident of one of these countries), or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, Entity List, or HM Treasury's financial sanctions regime.

### **6. DATA PROTECTION AND PRIVACY POLICY**

- 6.1. You agree and understand that identification data (name, billing address, personal ID number) will be shared with your contractual partners with whom you will enter in sale and purchase agreements or other transactions on our Platform (all under terms of our Privacy Policy), or in other cases as covered in our Privacy Policy.
- 6.2. Your Privacy. Protecting your privacy is very important to us. Before accessing the Platform and/or accessing/using any of the Services, you are required to review and consent to our Privacy Policy, accessible on <https://metahollywood.io/>, where we explain how we collect, use, store and disclose information regarding your privacy ("Privacy Policy"). When accessing or using the Services, you agree with the Privacy Policy as well as these Terms.

### **7. OUR SERVICES**

- 7.1. We reserve the right to modify or discontinue any portion of the Services and to suspend or terminate your access to the Services at any time, without any explicit notice to you.
- 7.2. You agree that we shall not be liable to you or any third party for any modification or termination of the Services, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein.
- 7.3. You acknowledge and agree that we merely operate the Platform and provide the Services of intermediary nature, and do not and shall not actively introduce Users to Clients, find projects for Users, or find Users for Clients.
- 7.4. Any User creating, selling or trading, exchanging or swapping any item on the Platform, agrees and confirms to provide accurate information about the item created and/or listed on the marketplace for sale or auction and hereby represents and warrants to:
  - 7.4.1. own and/or control all legal rights, title and interest including the copyrights and other all intellectual property rights in and to the Digital asset(s) linked or associated with the NFT or to be legally authorized by the owner of the intellectual property rights to create, sell or swap the NFT on the MetaHollywood Marketplace
  - 7.4.2. to not be under any disability, restriction or prohibition, whether contractual or otherwise with respect to its ability and right to create and/or list and sell NFT on the Platform;
  - 7.4.3. that Digital Assets linked or associated with the NFT sold on the Platform, or any use

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thereof, will not violate any law or contractual obligation or restriction by which the Client is bound or infringe upon or violate.

### 7.5. Marketplace and auction place for digital NFTs

7.5.1. Should a User decide to sell or purchase tokens, a legal relationship in the form of applicable agreement shall be established directly between the User and the Client (“NFT Sale and Purchase Agreement”). We are not a party to any such NFT Sale and Purchase Agreement or any other direct transactions or dealings between Users and Clients and shall not assume any responsibilities or liabilities whatsoever in this regard. You acknowledge, agree, and understand that we act only as an intermediary (providing intermediary services between Users and Clients through the Platform) and is not a party to the relationship or any dealings between the Client(s) and the User(s).

7.5.2. Users are responsible for evaluating and determining the suitability of concluding a NFT Sale and Purchase Agreement with the Client on their own. You acknowledge and agree that in any NFT Sale and Purchase Agreement, your individual engagement with a particular Client might be subject to specific terms and conditions as set out by that Client. You acknowledge, agree, and understand that we are not responsible for any Client’s project, nor shall we be absolved from any responsibility regarding the Client’s outcome (especially its subsequent value). You, as the User, take full responsibility regarding any token purchases you make on the Platform.

7.5.3. Users are expressly forbidden from accepting, soliciting, offering, bidding, engaging with the Smart Contracts, or otherwise transacting on or off of the Platform with the intent to artificially devalue, inflate, or otherwise deceptively influence, misrepresent, or cause to be misrepresented the price of their item listed on the marketplace for sale or auction. Additionally, Users are forbidden from engaging in any deceptive conduct that may prevent competitive or fair bidding, artificially inflate or deflate the price of a work, simulate demand for a work or any other anticompetitive bidding conduct. Users who are owners of the item listed on the marketplace for auction are prohibited from bidding or purchasing their own auctioned item, especially for the purpose of artificially influencing the price of the work. Users are expressly forbidden from listing items for auction, making bids during an auction, or purchasing a work in an auction for the purpose of concealing economic activity, laundering money, or financing terrorism. Users who violate those prohibitions may be removed or permanently banned from the Platform, prosecuted by law enforcement, and/or suffer reputational harm.

### 7.6. Creation / trading of unique digital NFTs

7.6.1. By creating NFTs on the Platform the User agrees to the Terms & Conditions, Community Guidelines and Privacy Policy. In addition, the User also states that they own the rights to the asset the NFT is representing.

7.6.2. Users are responsible for evaluating and determining the suitability of performing trade of the NFTs with other Users on their own. You acknowledge, agree and understand that in any such trade, your individual engagement with a particular User might be subject to specific terms and conditions for which we are not responsible in any way. We shall be absolved from any responsibility regarding the trade or exchange’s outcome. You as the

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User take full responsibility regarding any trades or exchanges you make on the Platform.

- 7.6.3. Trades initiated through the Platform may be facilitated and run by third-party electronic wallet extensions or Payment Gateway, and by using the Platform the User agree that he is governed by the terms of service and privacy policy for the applicable extensions and Payment Gateway. The User hereby acknowledges and agrees that:-
- (a) we are not an agent, broker, or insurer of any User; and
  - (b) we are not a broker, financial institution, or creditor.
- 7.6.4. The User assumes all risks when using the Platform, including but not limited to all of the risks associated with the trades made on the Platform. The User acknowledges and agrees that there are risks associated with Trading, including but not limited to, the risk of counterfeit or mislabeled artworks and/or assets, artworks and/or assets that maybe vulnerable to metadata decay, bugs, defects and assets that may become untransferable. The User agrees that we shall in no event be liable, directly or indirectly, for any losses or damages, general, special, compensatory, consequential and/or incidental, incurred by the User arising out of or relating to or in connection with the NFTs or any underlying assets, including but not limited to the identity, uniqueness, originality, quality, legitimacy and authenticity of which. The User shall bear full responsibility for verifying the identity, uniqueness, originality, quality, legitimacy and authenticity of any assets purchased through the Platform.

## **8. Hosted Wallet and External Wallet**

**8.1.** The Hosted Wallet is a hosted wallet Service provided to User.

**8.1.1.** The Hosted Wallet Service permits the User to generate an address through the Account in which User may deposit and hold their NFTs. NFTs in a Hosted Wallet can only be used in connection with the Services and not for any transactions outside of the Services. If User wishes to use their NFTs for activities other than the Services, User must first transfer them to an External Wallet.

**8.1.2.** User must not transfer NFTs that are not supported by the Platform to a Hosted Wallet. If User transfers any NFTs that are not supported by the Platform to a Hosted Wallet, such NFTs may be permanently lost, and we shall not be liable for such losses.

**8.2.** External Wallets

**8.2.1.** We do not assume any liability or obligation with respect to any External Wallets which may be used by the User. User must familiarize themselves with the terms of use, privacy policy, technology and security protocols of any External Wallet (e.g. safe storage of the private keys). External Wallets may levy fees on User for transactions and we are not liable for any such fees. If an External Wallet rejects any NFTs sent to it from the Hosted Wallet, we shall not be liable for any losses related thereto.

## **9. BLOCKCHAIN AND OTHER TECHNOLOGIES**



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- 9.1. We use block chain technologies and/or any equivalent or similar technologies to create, mint, develop and/or tokenize the digital assets and to enable the NFTs and tokens to be traded on the Platform.
- 9.2. The User hereby acknowledges and agrees that (i) the technologies used by the Platform are not under our control or influence and are subject to risks and uncertainty, and may depend on the stability of other third party services or networks; (ii) such technologies are novel, experimental and speculative, and may subject to legal and regulatory risks in the jurisdictions of the User; (iii) the regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain and may be subject to constant changes, any new regulations or policies may materially adversely affect the development of the Trade and/or service and the utility, transfer and valuation of the NFTs or of the digital assets; (iv) the NFTs or the digital assets are not legal tender and are not back by any government; (v) transactions involving NFTs or the digital assets may be irreversible, and losses due to fraudulent or accidental transactions may not be recoverable; and (vi) there are risks associated with using an internet based currency or token, including but not limited to, the risk of hardware, software and internet connections instability or failure, the risk of malicious software intrusion, fraud, counterfeiting, cyber-attacks and any other risk that third parties may obtain unauthorized access to information stored within the User's account or wallet. The User accepts and acknowledges that we will not be responsible for any communication failures, disruptions, errors, distortions or delays the User may experience when using the Platform of trading of NFTs and UMAD tokens, however caused.
- 9.3. NFTs may depend on the third-party system or other smart contracts, some of which may be coded and/or deployed by a third party. The User hereby acknowledges and agrees that the smart contract may be adversely affected by malfunctions, bugs, defects, hacking, theft, attacks, intrusion, negligent coding or design choices, or changes to the protocol rules, the User may be exposed to a risk of total loss and forfeiture of all NFTs. We shall assume no liability or responsibility for any of the aforesaid matters.
- 9.4. The User assumes the responsibility to conduct his own independent research, investigation, and inquiry about blockchain technologies and any equivalent or similar technologies in relation to any digital assets, tokens and any virtual assets.

## **10. PAYMENT**

- 10.1. We reserve the right to change or amend our fees and payment terms at any time and at our sole discretion, and you agree that any such change or amendment shall apply to you immediately when using or transacting on the Platform or dealing with the UMAD tokens on the Platform.
- 10.2. You agree that when making any purchase or sale or other transactions on the Platform, applicable fees can be subtracted from any payments made.

## **11. GENERAL USE, PROHIBITED USE, AND TERMINATION**

- 11.1. Limited License. We hereby grant you a personal, non-exclusive, non-transferable, non-sublicensable and limited license, subject to the terms of this Agreement, to access and use the

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Platform solely for informational, transactional, or other approved purposes we may permit from time to time. Any other use of the Platform is expressly prohibited. All other rights in the Platform are reserved by us. We reserve all rights in the Platform and you agree that we do not grant You any rights in or licenses to the Platform, except for this express, limited license. You will not otherwise copy, transmit, distribute, sell, resell, license, de-compile, reverse engineer, disassemble, modify, publish, create derivative works from, perform, display, incorporate into another website, or in any other way exploit any of the content available on the Platform or any other part of the Platform or any derivative works thereof, in whole or in part for commercial or non-commercial purposes. Without limiting the foregoing, you will not frame or display the Platform (or any portion thereof) as part of any other website or any other work of authorship without prior written permission. If you breach any of these Terms, your permission to access and use the Services may be terminated immediately without notice. In addition, we reserve the right to all remedies available at law and in equity for any such violation. Any omissions or delay in taking any actions by Us or on the Platform's behalf shall act as any waiver of our rights or be construed as granting you any implied rights or entitlements, including but not limited to an implied license to use the Platform other than the said exclusive license granted to you herein this clause.

- 11.2. **Website Accuracy.** Although we intend to provide accurate and timely information on the Website and the Platform, the Website and the Platform (including, without limitation, the Content as determined in the Clause 14.3 below) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Platform are your sole responsibility and we shall have no liability for such decisions. You especially and hereby acknowledge, understand and agree that we do not assume any liability and shall not be liable for any loss or damage arising out of or in connection with any trading decision made based on any information available on the Website or the Platform.
- 11.3. **Third-Party Materials.** From time to time, the Platform may contain references or links to third-party materials (including, without limitation, websites) and third-party applications which are not controlled by us. Such information, links, and third-party applications are provided as a convenience to you. Such links should not be considered endorsements and such references do not imply our recommendation, approval, affiliation, or sponsorship of that respective property, product, service, or process. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Platform, including without limitation content, property, goods or services available on the linked sites or services.
- 11.4. **Third-Party Applications.** If, to the extent permitted by Us from time to time, you grant express permission to a third party to access or connect to Your Account, either through the third party's product or service or through the Platform, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under these Terms. You are fully responsible for all acts or omissions of any third party using your Account credentials. Further, you acknowledge and agree that you will not hold Us responsible for, and will indemnify Us from, any liability arising out of or related to any act or omission of any third party using your Account credentials.

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- 11.5. **Fiduciary Accounts/Custodial Assets.** You hereby certify to Us that any funds used by you in connection with the Services are either owned by you or that you are validly authorized to carry out transactions using such funds under the applicable laws in your jurisdiction, including without limitations any regulations in relation to KYC/AML obligations. In particular, you acknowledge that we are not a qualified custodian under applicable laws [in your jurisdiction].
- 11.6. **Prohibited Use.** In connection with your use of the Services, and your interactions with other Users, and third parties you agree and represent, you will not violate any law, contract, intellectual property or other third-party rights, will not engage in any illegal, unauthorized, or improper activity. You agree that you shall abide by these Terms and prohibition to not make NFTs for including, but not limited to, production of any pornographic or inappropriate material, racist content or financing, soliciting, promoting or procuring of illicit, illegal, fraudulent and/or immoral activities, or any other use that would contradict or violate our Community Guidelines, the Terms, our Privacy Policy or any applicable laws and regulations in your jurisdiction. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. We reserve the right to cancel and/or suspend Your Account immediately and without notice if We determine, in our sole discretion after the consideration of the situation as a whole, that Your Account is associated with a prohibited use and/or a prohibited business. We also reserve the right to decide to remove inappropriate NFTs, assets, listings, and collections or any other material after the examination of the situation as a whole. You hereby acknowledge, understand and agree that we do not assume any liability and shall not be liable for any loss or damage arising out of or in connection to such a decision made by us.
- 11.7. **You shall not:**
- (a) use the Platform to conduct any fraudulent, immoral or illegal activities;
  - (b) reproduce, copy, transmit, distribute, display, or otherwise use any materials or contents on the Platform without our prior written consent or the relevant Intellectual Property Right owner;
  - (c) use the Platform in any manner that could interfere with, disrupt, negatively affect or inhibit other users from reasonably enjoying the Platform, or that could damage, disable, overburden or impair the functioning or operation of the Platform in any manner;
  - (d) take any action to gain or attempt to gain unauthorized access to account or wallets of other users or Clients;
  - (e) use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means, program or interface or software not authorized by Us to access the Platform, extract data or otherwise interfere with or modify the rendering of Platform pages or functionality, or to incorporate the Platform into any other programme, website or application;
  - (f) use data collected from the Platform to contact individuals, companies, or other persons or entities;

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- (g) use data collected from the Platform for any direct marketing activity without our prior written consent;
  - (h) use the Platform to conduct electronic spamming or otherwise distribute ant unsolicited or unauthorized advertising, promotional or marketing material, junk or chain messages;
  - (i) bypass or ignore instructions that control all automated access to the Platform;
  - (j) use the Platform for any immoral, illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms or applicable laws and regulations, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Platform;
  - (k) use the Platform to carry out any financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments;
  - (l) use the Platform to engage, unauthorized and unlicensed, in any lottery, contests, sweepstakes, or other games of chance or games of chance and skills combined; and
  - (m) interfere, disrupt or reverse-engineer any aspects or features of the Platform.
- 11.8. Suspension, Termination and Cancellation. We shall be entitled, at our sole discretion and without any prior notification, (i) to suspend, restrict, or terminate your access to any or all of the Services and/or the Platform, and/or (ii) to deactivate or cancel your Account and/or (iii) delete all information related to your Account, and/or and (iv) bar any further use of or access to the Platform by you if: -
- 11.8.1. We are so required by an enforceable subpoena, court order, or binding order of the court or government authority of any applicable jurisdiction; or
  - 11.8.2. We reasonably suspect you of using your Account in connection with illegal, unauthorized, or improper activity; or
  - 11.8.3. Use of your Account is subject to any pending litigation, investigation, or government proceeding and/or We perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; or
  - 11.8.4. Our Service partners are unable to support your use; or
  - 11.8.5. We are required to do so in order to comply with KYC/AML regulations; or
  - 11.8.6. You violate these Terms (in particular, but not limited to, providing correct and accurate identification information for KYC/AML purposes, or violating any user warranties given hereunder); or
  - 11.8.7. You take any action that we deem as circumventing our controls, including, but not limited to, opening multiple Accounts or abusing any promotions or offers which we

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may offer from time to time.

- 11.9. In the event that a technical problem causes system outage or Account errors, we may temporarily suspend access to Your Account until the problem is resolved.
- 11.10. The User may terminate these Terms and Conditions at any time without giving us any prior notice by discontinuing to use the Platform.

## **12. OUR RELATIONSHIP WITH YOU**

12.1. You further acknowledge, agree, and understand that:-

- 12.1.1. You are not an employee, business partner, agent or contractor of the Platform or any of the Clients, and you are not eligible for any of the rights or benefits of such relationships (including, but not limited to any unemployment and/or workers compensation insurance);
- 12.1.2. You acknowledge that nothing herein this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Company and you or constitute or be deemed to constitute any agency relationship and you shall have no authority or power to bind the Company or to contract in the name of, or create a liability against, the Company in any way or for any purpose.
- 12.1.3. We assume no liability or obligations under or related to User services provided to Clients or any acts or omissions by you or by any other User, or any of the Clients; and
- 12.1.4. We do not provide Users or Clients with training or any equipment, labor, tools, or materials related to any services.

## **13. USER REPRESENTATIONS AND WARRANTIES**

13.1. By registering to the Platform and opening of an Account, you represent and warrant to Us as follows: -

- 13.1.1. You have read carefully in full these Terms and the MetaHollywood Whitepaper to which you consent; additionally, you confirm that you have performed all necessary due diligence with regard to Us, our Services and the Platform, and that you have, if and to the extent you deem necessary, sought independent financial and/or legal advice;
- 13.1.2. You agree and acknowledge that no regulatory authority has examined or approved of the information set out in the MetaHollywood Whitepaper.
- 13.1.3. You acknowledge that the following circumstances or actions shall not act as any representation, warranty or undertaking by Us that all applicable laws, regulatory requirements or rules have been complied with, or that we have obtained the requisite licenses from any governmental entities in your jurisdiction: -

- (a) no action has been or intended to be taken by any lawful authorities under the

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laws, regulatory requirements or rules of any jurisdiction against the Platform or the Company; and

- (b) the publication, distribution or dissemination of the MetaHollywood Whitepaper by Us to you.

- 13.1.4. the distribution or dissemination of the MetaHollywood Whitepaper, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to us;

You are not a citizen, resident (tax or otherwise) or green card holder of the United States of America or a citizen or resident (tax or otherwise) or a citizen or resident (tax or otherwise) of the People's Republic of China or a citizen or resident (tax or otherwise) of Cuba, Iran, North Korea, the regions of Crimea, Donetsk and Luhansk in Ukraine, Russia, Sudan, Afghanistan or Syria or any other country subject to United States embargo, UN sanctions, HM Treasury's financial sanctions regime, or if You are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List HM Treasury's financial sanctions regime;

- 13.1.5. You have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of NFT, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and Smart Contract technology;
- 13.1.6. You are fully aware and understand that there are risks associated with accessing and/or using the Platform and/or our Services, including but not limited to all of the risks associated with creating, purchasing, trading or exchanging NFTs, and where applicable, UMAD tokens or any token, and you agree to assume all such risks, including but not limited to any possible lawful enforcement by governmental entities from any applicable jurisdiction, any technical flaws that may be present in the Ethereum blockchain or on our Platform or any other unknown risks;
- 13.1.7. You agree and acknowledge that we are not liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract, equity or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection to any acceptance of or reliance on the MetaHollywood Whitepaper and these Terms, or with the use of the Platform and/or the Services;
- 13.1.8. You are at least 18 years old and of the applicable age of majority and contractual capacity in Your qualifying jurisdiction;
- 13.1.9. all of the above representations and warranties are true, complete, accurate and non-misleading at the time of your registration to the Platform and creation of your Account.

## 14. RETENTION OF INTELLECTUAL PROPERTY RIGHTS

## **MetaHollywood Terms and Conditions**

- 14.1. The Platform and any of the Services, including their design elements or concepts and any and all underlying Intellectual Property, including, but not limited to copyrights, patents, service marks, any registered trademarks, domain names and other proprietary rights, are the property of MetaHollywood or our affiliated entities and business partners (as applicable), and are protected by copyright, patent, trade secret and other Intellectual Property laws. We and our Clients, as the case may be, retain any and all rights, title and interest in and to the Platform and the Services (including, without limitation, all Intellectual Property Rights), including all copies, modifications, extensions and derivative works thereof. Your right to use the Platform and the Services is limited to the rights expressly granted in these Terms. No licenses to use any of our trademarks or brands are to be inferred or assumed pursuant to the use of any of the Services. All rights not expressly granted to you are reserved and retained by us, our Clients and their licensors, as the case may be.
- 14.2. You expressly agree not to duplicate, copy, transmit, distribute, license, reverse engineer, modify, publish, display, reuse or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of our Intellectual Property Rights or knowingly or recklessly encourage or assist any third parties to infringe our Intellectual Property Rights or that of our Clients without our express prior written consent of the Company and, if applicable, our Clients.
- 14.3. Ownership. Unless otherwise indicated in writing by us, the Service and all content and other materials contained therein, including, without limitation, our logos and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Content") are proprietary property of the Company or our affiliates, licensors or users or Clients, as applicable.
- 14.4. We do not assume any responsibility for the accuracy, reliability, or completeness of the Content, nor do we represent or warrant that the Website, the Platform or the Content are current, error-free or free of viruses or other harmful components.
- 14.5. Some materials on the Platform may be subject to copyright owned by third parties. You shall not copy, imitate or use any such materials, in whole or in part, without prior consent from their respective owner. You acknowledge that all the names and/or logos used on the Platform are for identification purposes only. Use or display of these names and/or logos does not constitute or imply endorsement.

## **15. CONFIDENTIAL INFORMATION**

- 15.1. You agree that Confidential Information or private data, which you might receive from Us or our Clients and which is not readily available in the public domain belong to Us and/or our Clients and you undertake not to disclose to any third person at any time any such Confidential Information or private data without our express prior written consent and/or that of our Clients. You warrant that you will treat the Confidential Information or private data of ours and that of our Clients with the highest standard of care, that you will comply with all applicable data privacy laws in your jurisdiction and that you will not sell or disclose our or our Clients' Confidential Information or private data, or that of our affiliates and service providers, or any of their respective officers, directors, agents, joint venturers, employees or representatives.

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### **16. NO WARRANTY OF THE COMPANY AND THE LIMITATION OF LIABILITY**

- 16.1. To the maximum extent permitted by the applicable laws, we shall not be liable for any error or malfunction of the Platform, the blockchain technologies and/or any other technologies.
- 16.2. You assume all risks when using the Platform, including but not limited to all of the risks associated with the trade and/or exchanging the NFTs or UMAD tokens. We, our directors, officers, employees, agents, licensors, attorneys, independent contractors, providers, subsidiaries, and affiliates shall in no event be liable, directly or indirectly, for any losses, claims, damages or liabilities, general, special, compensatory, consequential and/or incidental, incurred by you arising out of or relating to or in connection with any reliance of or acceptance of MetaHollywood Whitepaper and these Terms or with the use of or access to the Platform, the Services, and or the purchase, holding, trade and/or exchange of NFTs and UMAD tokens, any performance or non-performance of the Platform, the Services, or any other product, service or other item provided by Us or on our behalf and that of our affiliates, including but not limited to loss of profits, loss of value, loss of goodwill, loss of data and any other damages.
- 16.3. We do not make any representations and warranties on the liquidity, the present and future valuation of the NFTs, UMAD tokens or any other blockchain assets. You acknowledge that (i) the value of the NFTs and/or UMAD tokens are extremely volatile and may fluctuate from time to time; (ii) the fluctuations in the price of other digital, virtual and/or blockchain assets may materially and adversely affect the valuation of the NFTs and/or UMAD tokens; and (iii) the value of the NFTs and/or UMAD tokens may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for NFTs and/or UMAD tokens, and therefore the value of NFTs and/or UMAD tokens is subject to the potential for permanent or total loss of value should the market for NFTs and/or UMAD tokens disappear.
- 16.4. While we will implement reasonably practicable procedures, measures, and steps to safeguard the security and the integrity of the Platform, we do not guarantee absolute security over the internet and/or electronic storage and does not represent, warrant or undertake that the Platform, the content, the Services and any digital assets, NFTs and tokens (including UMAD tokens) listed on the Platform are free of viruses or other harmful components.
- 16.5. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer malware, spyware, or scareware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. We do not represent, warrant or undertake that: (a) the Platform is fit for any of the User's purposes; (b) the Platform is compatible with the User's mobile devices or computers; (c) the Platform is free of bugs, errors, defects, malware and viruses; and any electronic files available on the Platform will be free of any computer virus, trojan, worm or other computer code or any malicious software that, directly or indirectly, is harmful or disabling or which assists in or enables unauthorized access to or corruption of data.
- 16.6. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, non-infringement, copyright compliance, legality, title, custom, trade, quiet enjoyment, system integration and freedom from computer virus. We make no representations or



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warranties or endorsements of any kind whatsoever, express and implied, as to the Platform or the content therein. The User uses the Platform at his own risk. We assume no liability for any action regarding transmissions, communications, publication, or content provided by any User or third party.

- 16.7. If you have a dispute with one or more Users or Clients of the Services, to the extent permitted by law, you shall release us, our affiliates and Service Providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, to the extent permitted by law, in entering into this release you expressly waive any protections that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.
- 16.8. THE PLATFORM, THE CONTENT CONTAINED THEREIN, AS WELL AS THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO ANY PART OF THE PLATFORM AND THE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, ERROR-FREE OR SECURE. OPERATION OF THE PLATFORM MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. WE ALSO SPECIFICALLY DISCLAIM ANY REPRESENTATION, WARRANTY OR UNDERTAKING IN ANY FORM WHATSOEVER TO ANY ENTITY OR PERSON, INCLUDING ANY REPRESENTATION, WARRANTY OR UNDERTAKING IN RELATION TO THE TRUTH, ACCURACY AND COMPLETENESS OF ANY OF THE INFORMATION SET OUT IN THESE TERMS AND THE METAHOLLYWOOD WHITEPAPER.
- 16.9. WE, OUR AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, EMPLOYEES OR REPRESENTATIVES DO NOT VERIFY, CONFIRM OR IN ANY WAY WHATSOEVER TAKE RESPONSIBILITY FOR CLIENTS’ PROJECTS, CLIENTS’ NFTs, PROJECTS’ AND/OR NFTs OUTCOMES AND ESPECIALLY THEIR SUBSEQUENT VALUE, AND ARE IN NO WAY RESPONSIBLE FOR THE CLIENTS’ PROJECTS AND/OR NFTs AND THE FUNCTIONALITIES OR USES OF UMAD TOKENS OR OTHER TOKENS OFFERED ON OR THROUGH THE PLATFORM.

## **17. THIRD-PARTY LINKS**

- 17.1. The Platform may contain links and pointers to other websites, resources, and advertisers of the Platform. Links to and from the Platform to other materials, mobile applications or websites, maintained by third parties, do not constitute an endorsement by Us or any affiliation with any third-party site or content. We are not responsible for the availability of these third-party resources, or their contents. We have not reviewed any or all of the materials, mobile applications or sites linked to the Platform and are not responsible for the content of any third-party pages or any other materials, mobile applications or websites linked to the Platform. The

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User's linking to other third-party sites is at his own risk. By clicking on any such link, the User acknowledges that we have no control over and makes no representations of any kind with respect to, such other materials, mobile applications, websites, or any content contained within such other materials, mobile applications or websites, and the User hereby revokes any claim against Us with respect to such other materials, mobile applications or websites. The User should direct any concerns regarding any external link to its mobile application or site administrator or webmaster.

### **18. TAXES AND PUBLIC CHARGES**

- 18.1. By accepting these Terms and accessing our Services you, as a User, acknowledge and agree that you are solely responsible for any and all tax liabilities associated with payments received through the Platform.
- 18.2. We do not, and will not, act as your agent of any kind and shall have no control over any transactions conducted by you and thus is not responsible for determining the taxes that apply to your transactions and shall not act as a withholding tax agent in any circumstances whatsoever.

### **19. FORCE MAJEURE**

- 19.1. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, hacking attacks, major market disturbances, other major event or catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

### **20. MISCELLANEOUS**

- 20.1. Indemnification. The User shall indemnify, defend, and hold harmless the Company and its Affiliates, their respective directors, officers, employees, agents, licensors, attorneys, independent contractors, providers, subsidiaries, and affiliates (the "**Indemnified Parties**") from and against any and all actual or alleged claims, actions, proceedings, investigations, demands, suits, losses, damages, demand of liability, costs, including attorneys', investigators', and experts' (or similar) fees, disbursements and all expenses incurred, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (the "**Claims**"), arising out of or in connection with:
  - (a) any negligent acts, omissions, or willful misconduct by the User;
  - (b) User's access to and uses or misuses of the Platform;
  - (c) any dispute between the Users;
  - (d) the User's violation of these Terms;
  - (e) the User's violation or infringement of any rights of any third party, including but not limited to the Intellectual Property Rights; and/or

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- (f) the User's violation or infringement of any laws or regulations.

The User agrees to promptly notify Company of any Claims and cooperate with Us in defending such Claims. The User further agrees that the Indemnified Parties shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other claims or indemnities that we may have against the User.

- 20.2. These Terms embody all the terms and conditions agreed upon between the Parties as to the subject matter of the Terms and Conditions and supersedes and cancels in all respects all previous correspondence, understandings, and agreements between the Parties with respect to the subject matter hereof, whether such be written or oral.
- 20.3. The failure of any party hereto at any time to require performance or observance by any other party of any provision of these Terms and Conditions shall in no way affect the right of such first party to require performance of this provision and any waiver by any party of any breach of any provision of these Terms shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under these Terms and Conditions.
- 20.4. If any of the provisions in these Terms are deemed invalid, illegal, prohibited, void, or for any reason is unenforceable, that provision will be ineffective and deemed severable and will not affect the validity and enforceability of the remaining provisions of these Terms.
- 20.5. These Terms may be amended or modified from time to time. Any changes will be reflected by an update of these Terms. The User shall check the revised Terms from time to time. By continuing to access or use the Platform and/ or the Services, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. If you do not agree to the revised Terms, you may not access or use the Platform.
- 20.6. These Terms do not create any agency, partnership, or joint venture between the Company and the User.
- 20.7. These Terms are governed by and shall be construed in all respects in accordance with the laws of Hong Kong. Any dispute, controversy, or claim arising out of or relating to these Terms and Conditions, or the interpretation, breach, termination, validity, or invalidity thereof, shall be referred to and finally resolved by arbitration in Hong Kong by the Hong Kong International Arbitration Centre in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules (the "**HKIAC Rules**") in force at the time when the notice of arbitration is submitted. The law of this arbitration clause shall be construed and enforced in accordance with Hong Kong law. The seat of arbitration shall be in Hong Kong. The number of the arbitrator shall be one (1). The arbitral proceedings shall be conducted in English, and the arbitral award shall be final and binding on the parties to such proceedings.