

**ISGMetaverse.io**  
**Terms of Use**

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**IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, DO NOT CONTINUE WITH THE USE OF THIS OR ANY OTHER WEBSITE, APPLICATION, OR SOFTWARE PROVIDED BY ISG METAVERSE THAT IS GOVERNED BY THESE TERMS OF USE.**

Welcome to ISGMetaverse.io (“**Website**”), which is owned, operated, and controlled by ISG Realty LLC (“ISG Metaverse,” “**We**,” or “**Us**”).

These Terms of Use (“**Terms**”) govern the use of the Website and any associated online products, platforms, applications, software, or services, (collectively, “**Services**”), by you or any entity you represent (“**You**” and “**Your**”). In some instances, both these Terms and separate terms issued and/or offered by ISG Metaverse setting forth additional conditions may apply to specific Services offered (“**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

By visiting the Website or otherwise using the Services in any manner, You acknowledge, accept, and agree to be bound by these Terms, including the binding arbitration terms in Section 9, and any applicable Additional Terms. You also acknowledge, agree, and consent to our data practices with respect to personal information obtained through the Website or Services as more fully described in our Privacy Policy (<https://isgmetaverse.io/privacy>).

By visiting the Website or otherwise using the Services, You represent and warrant that You, your financial institutions, or any entity You own or control, or, if You are authorized to act on behalf of an entity, the entity that owns or controls You, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to lists maintained by the United Nations Security Council, the U.S. Government (including without limitation, the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority, and not located in any country to which the United States has embargoed goods or has otherwise applied any sanctions.

Please read these terms carefully before visiting the Website or otherwise using the Services. These Terms constitute a legally binding agreement between You and ISG Metaverse and affect Your legal rights, responsibilities and obligations, and limit ISG Metaverse’s liability to You. They further require You to indemnify ISG Metaverse and agree to settle certain disputes through individual arbitration. These Terms do not affect Your mandatory statutory rights under applicable laws, to the extent that such rights apply to You and cannot be limited or excluded. **IF YOU DO NOT AGREE TO THESE TERMS AND ANY ADDITIONAL TERMS, DO NOT USE THE WEBSITE OR SERVICES.**

ISG Metaverse reserves the right, at its sole discretion, to change these Terms or Additional Terms at any time without notice. All such changes will be in effect as of the “Last Updated” date at the top of this page. Your continued use of the Website and/or Services after the “Last Updated” date constitutes Your acceptance and agreement to such changes as more fully explained in Section 12 below.

## About ISG Metaverse and its Services

The Services provided by ISG Metaverse hereunder include a proprietary self-serve software application that allows You to create, custody, and transfer nonfungible tokens (“NFTs”) on the Ethereum Network and/or Polygon Network. ISG Metaverse **does not** create, custody, or transfer NFTs for You, to You, or on Your behalf. ISG Metaverse may choose to offer additional services or cease to offer any Service currently provided, at any time, at its sole discretion.

THE WEBSITE AND SERVICES ARE PROVIDED ON AN AS IS BASIS AND ISG METAVERSE MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THEIR CONDITION OR FUNCTIONALITY.

## FULL ONLINE TERMS OF USE

### 1. OWNERSHIP AND YOUR RIGHTS TO USE THE SERVICE AND CONTENT.

**1.1. Ownership.** The Website and Services contain materials and other items relating to ISG Metaverse, including layout, information, databases, articles, posts, text, data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, and the “look and feel” of the Service, (together, the “**Content**”) including all copyrights, patents, trademarks, service marks, trade names, and all other intellectual property rights therein (“**Intellectual Property**”). All Content herein is owned or controlled by ISG Metaverse, its licensors, or certain other parties. All rights, title, and interest in and to the Content available via the Services are the property of ISG Metaverse, its licensors, or certain other parties, and are protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. ISG Metaverse owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Services.

**1.2. Your Rights to Use the Services and Content.** Subject to Your strict compliance with these Terms and any applicable Additional Terms, ISG Metaverse grants you a limited, non-exclusive, revocable, non-commercial, non-assignable, personal, and non-transferable license to download, display, view, or use the Website, Services, or Content on a computer, mobile, or other Internet-enabled or permitted device (“**Device**”) as it is displayed to you for your personal, non-commercial use only (“**Licensed Elements**”). The foregoing limited license does not give you any ownership of, or any other intellectual property interest in, any Content. Your unauthorized use of the Services or Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. Your right to access and use the Services and the Intellectual Property shall automatically terminate upon any violations. As Your right to access and use the Services and the Content is personal to You, You may not assign or transfer your right; any attempt to do so is void.

**1.3. Communication.** Subject to any applicable Additional Terms, You may (i) share the Content on social media (ii) initiate and send communications to one or more of Your contacts that includes a copy of the Content, and/or (iii) post the Content to third-party services, including Your own personal non-commercial website; provided, however, that (i) You share the Content in a manner that does not violate applicable law or the rights of any third-party, including without limitation intellectual property rights, rights of publicity, and rights of privacy, (ii) You do not take any action that may reflect negatively on ISG Metaverse or its licensors, and (iii) You only send communications to recipients You have permission to contact.

- 1.4. Media Downloads.** If the Service includes a “Download” link next to a piece of Content (including, without limitation, an image, an icon, a music track, or a video), you may only download a single copy of such content to a single Device.
- 1.5. Software Downloads.** You may use any software that ISG Metaverse makes available on or through the Website (“**Software**”) on your Device in machine-executable object code form only and You may make one additional copy for back-up purposes; provided, however, that You understand and agree that (i) by allowing You to use the Software, ISG Metaverse does not transfer title to the Software to You; (ii) You may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software, except as expressly authorized in these Terms or applicable Additional Terms;; (iii) You may not assign, rent, lease, or lend the Software to any person or entity and any attempt by You to sublicense, transfer, or assign the Software will be void and of no effect; and (iv) You may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law.
- 1.6. Account Registration.** If applicable, You may register for a personal account (and/or related username and password) on the Website (“**Account**”) and use such Account to interact with the Website, Services, and Content as more fully explained in Section 5 below.
- 1.7. Post Certain Links.** You may post a link to the Website or Services on your own personal non-commercial website or other social media pages (collectively “**Sites**”), provided (i) such links only incorporate text, and do not use any ISG Metaverse names, logos, or images, (ii) Your Sites (a) do not suggest any affiliation with or sponsorship by ISG Metaverse or cause any other confusion with the ISG Metaverse brand, (b) do not portray ISG Metaverse or its products and services in a false, misleading, derogatory, or otherwise offensive manner, and (c) do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violates any right of any third-party or are otherwise objectionable to ISG Metaverse. ISG Metaverse reserves the right to suspend or prohibit linking to the Website or Services for any reason, in its sole discretion, without advance notice or any liability of any kind.
- 1.8. Other.** You may use any other functionality expressly provided by ISG Metaverse on the Website or through the Services for use, subject to these Terms or any applicable Additional Terms.
- 1.9. Rights of Others.** Your use of the Website and any Services hereunder may not violate the rights of ISG Metaverse or any third-party, including without limitation, intellectual property rights, rights of publicity, and rights of privacy. Any unauthorized use of the Content contained herein, or the related intellectual property rights thereof, that violates the rights of others or any applicable laws may result in Your civil and criminal liability. Any third-party that believes his/her work has been infringed via the Services, *see* Section 6 below.
- 1.10. Reservation of Rights.** These Terms and any applicable Additional Terms include only narrow, limited grants of rights to use and access the Website, Services, and Content contained herein. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY ISG Metaverse AND ITS LICENSORS AND OTHER PARTIES. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the Website, Content, or Services for any purpose is strictly prohibited.

**1.11. Other Online Services.** ISG Metaverse is not responsible for other online services or their content or advertisement(s) (“**Other Online Services**”). For instance, portions of the Services may be integrated into or linked to other platforms that ISG Metaverse does not control. This may include the ability to share the Content on third-party sites and services using plug-ins made available via this Website. Please note that Other Online Services have their own privacy policies and terms of use and ISG Metaverse is not responsible or liable for these policies or terms.

## **2. NONFUNGIBLE TOKEN CREATION, RIGHTS, AND TRANSFERS.**

**2.1. NFT Creation.** The Services provided by ISG Metaverse hereunder include a proprietary self-serve software application that will allow You to create, custody, and transfer a nonfungible token (“**NFT**”) on the Ethereum Network and/or Polygon Network. ISG Metaverse **does not** create, custody, or transfer NFTs for You, to You, or on Your behalf.

**2.2. Representations and Warranties.** You represent and warrant that (i) You, and not ISG Metaverse, are the creator, minter, initial holder, and initial owner of any and all NFTs generated using the Services; and (ii) You are solely responsible under any applicable law or regulation related to any such act of creating, minting, holding custody of, transferring, or otherwise taking any action related to any NFTs created by You using these Services.

**2.3. Content Provided by You.** You may provide certain content used to self-create NFTs through the Services, including but not limited to photos, videos, digital signatures, and other digital media (“**Customer Media**”). The definition of User-Generated Content or UGC described in Section 3.1 shall include all Customer Media. In order to use the Services, ISG Metaverse may require You to provide Customer Media in a format that meets certain technical standards as may be indicated by ISG Metaverse from time to time through the Services.

**2.4. NFT Media.** The media that You create using the Customer Media and the ISG Metaverse Services and that is attached to the NFT is newly created media (“**NFT Media**”) that is the subject of a newly created copyright. The copyright and any and all other intellectual property rights in the NFT Media shall be owned jointly by You and ISG Metaverse, as set forth below in Section 2.6.

**2.5. Use of Third-Party Applications.** In order to use the Services, ISG Metaverse may require You to independently obtain access to certain third-party applications, such as Metamask, and provide ISG Metaverse with certain information related to such third-party applications.

### **2.6. NFT Rights.**

#### **2.6.1. Your Rights.**

**2.6.1.1. Copyright.** You shall be a joint owner of the copyright to the NFT Media created by You through use of the Services. Such joint copyright ownership shall provide You with all rights under applicable law, including but not limited to the right to use the NFT Media for marketing purposes and to monetize the NFT Media in any medium other than the NFT. Notwithstanding the foregoing, You expressly waive any rights to receive any Royalty Payment (as defined in Section 2.6.2.3) based on NFT transfers and grant ISG Metaverse the exclusive rights to such Royalty Payments, as further described in Section 2.6.2.3. You shall be prohibited from transferring or licensing Your ownership interest in the NFT Media copyright to any third party except upon express written consent by ISG Metaverse.

**2.6.1.2. Intellectual Property.** You shall not have any intellectual property rights in and to the NFT Media except for your joint copyright ownership in the NFT Media and the limited licenses as set forth below. Any and all other intellectual property rights created through Your use of the Services shall be expressly reserved to ISG Metaverse.

**2.6.1.3. NFT Custody and Transfer.** Any and all NFTs created or minted by You via these Services shall be initially owned and custodied by You. Thereafter, such NFTs shall be freely transferable to any third party at Your sole discretion on the Ethereum Network and/or Polygon Network blockchains, and You shall have all rights necessary to effectuate such transfers. However, any such transfer shall be at Your own risk and expense and ISG Metaverse shall have no liability to You as more fully outlined in Section 2.8 below.

**2.6.1.4. Limited License.** You or any third-party transferee of the NFTs (“**NFT Holders**”) shall have the right to custody the NFT on the Ethereum or Polygon blockchain network and shall have the right to view and display the NFT Media – for non-commercial and personal purposes only and consistent with these Terms, any applicable Additional Terms and any applicable law. You or any NFT Holders do not have the right to (i) modify the NFT Media in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes; (ii) use the NFT Media in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; or (iii) attempt to gain any additional intellectual property rights in or to the NFT Media.

**2.6.1.5. Other General Rights.** At the sole discretion of ISG Metaverse, and subject to any additional terms and conditions as may be imposed by ISG Metaverse in its sole discretion, NFT Holders may, in some instances, be granted the right to receive physical/consumptive items of nominal value and may be granted certain access rights to physical or internet-based forums.

**2.6.1.6. Rights Specific to Certain NFTs.** At the sole discretion of ISG Metaverse, and subject to any additional terms and conditions as may be imposed by ISG Metaverse in its sole discretion, certain NFTs may grant NFT Holders specific additional rights. ISG Metaverse may in its sole discretion grant certain other rights to NFT Holders in addition to the rights set forth in this Section 2.6.1.

**2.6.1.7. No Other Rights Granted.** Except for the rights specifically set forth in this Section 2.6.1, under these Terms You shall be entitled to no other rights or benefits with respect to any NFTs or NFT Media.

## **2.6.2. ISG Metaverse’s NFT Rights.**

**2.6.2.1. Copyright.** ISG Metaverse shall be a joint owner of the copyright in and to the NFT Media with all rights under applicable law including without limitation the right to (i) use the NFT Media for marketing purposes; and (ii) monetize the NFT Media in any medium now known or hereinafter devised. ISG Metaverse shall be prohibited from transferring or licensing its ownership interest in the NFT Media copyright to any third party except upon express written consent by You.

**2.6.2.2. Other Intellectual Property.** ISG Metaverse shall be the sole owner of any derivative content (“**Derivative Content**”) generated during Your creation or minting of NFTs using the Services. Such Derivative Content includes, but is not limited to, all text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, articles, news stories, sketches, animations, textures, lighting, camera work, background, color schemes, algorithms, materials, patterns, animations, physical items, general artwork and/or other related content.

**2.6.2.3. Royalties.** Any NFT You create using the Website or Services may now or in the future be designed with a “perpetual royalty” feature, using Ethereum Network and/or Polygon Network functionality, whereby any time the NFT is transferred by You to a third party, or from a third party to another third party, a defined percentage of the purchase price paid by the transferee may be automatically sent to ISG Metaverse in the form of Ether cryptocurrency or other such cryptocurrencies as determined by ISG Metaverse (“**Royalty Payment**”). Any such Royalty Payment made is based on ISG Metaverse ownership interest in and to the copyright in the NFT Media.

**2.6.2.4. NFT Burning or Disassociation.** ISG Metaverse reserves the right to (i) “burn” (i.e., to obtain and to destroy or otherwise neutralize) any NFT or (ii) disassociate the NFT Media from any NFT created or minted using the Services that violates these Terms, violates any applicable law or regulation, or that ISG Metaverse, in its sole discretion, determines to be harmful in any way to ISG Metaverse, You, or any third party.

**2.6.2.5. Reservation of Rights.** ISG Metaverse hereby reserves all rights not expressly set forth in these Terms with respect to any NFT Media or NFTs created or minted through Your use of the Services.

**2.7. Price and Payment Terms.** In exchange for the limited revocable right to use the Services, You shall pay to ISG Metaverse all fees as indicated by the Services. As permitted by applicable law, ISG Metaverse shall have the right to refuse or cancel any applicable orders for use of the Services in its sole discretion. Your potential orders are offers to purchase subject to ISG Metaverse’s acceptance, which it may, but is not required to, reject or cancel subject to refund. Additional Terms may apply.

**2.8. NFT Transfers.** If after you mint a NFT through the Services You elect to transfer it to a third party (“**NFT Transfer**”), this NFT Transfer may be conducted solely through the Ethereum Network and/or Polygon Network blockchains, with or without the use of a third-party platform. ISG Metaverse has no control over any such transfers or related financial transactions, nor does ISG Metaverse have the ability to reverse any payments or transactions conducted on the Ethereum Network or Polygon Network blockchains. ISG Metaverse has no liability to You or any third party for any claims or damages that may arise as a result of any NFT Transfer in which You engage. In addition, any NFT Transfer in which You engage will require the payment of “gas fees.” Gas fees fund the network of computers that run the decentralized Ethereum Network and/or Polygon Network blockchains. This means that You will need to pay, and will be solely responsible for, any gas fees associated with any NFT Transfers that you initiate.

**2.9. Taxes.** You will be solely responsible for paying any and all sales, use, value-added, and other taxes, duties and assessments (except taxes on ISG Metaverse’s net income) now or hereafter claimed or imposed by any governmental authority associated with Your use of the Services.

### **3. CONTENT YOU SUBMIT AND USAGE RULES.**

- 3.1. General.** ISG Metaverse may now, or in the future, provide the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit to ISG Metaverse (i) through the Website, (ii) its Services, or (iii) via certain third-party platforms, in connection with any ISG Metaverse marketing or promotions in any media or manner, messages, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein, (collectively, “**User-Generated Content**” or “**UGC**”). Subject to the rights and licenses You grant ISG Metaverse under these Terms and subject to any applicable Additional Terms, You retain whatever legally identifiable right, title, and interest that you may have in your UGC, provided, however, that none of Your UGC contains any Content or NFT Media.
- 3.2. Non-Confidentiality of UGC.** Except as otherwise described in our posted Privacy Policy (<https://isgmetaverse.io/privacy>), or any applicable Additional Terms, You agree that (i) any UGC will be treated as non-confidential and non-proprietary by ISG Metaverse – regardless of whether you mark them “confidential,” “proprietary,” or the like, (ii) any UGC submitted will not be returned, and (iii) to the maximum extent permitted by applicable law, ISG Metaverse does not assume any obligation of any kind to You or any third-party with respect to the UGC. Upon request, You will provide documentation necessary to authenticate rights to such content and verify Your compliance with these Terms or any applicable Additional Terms. You acknowledge that the Internet and mobile communications may not be secure and may be subject to breaches of security. Accordingly, You acknowledge and agree that UGC is submitted to ISG Metaverse at your own risk.
- 3.3. License to ISG Metaverse of UGC.** Except as otherwise described in any applicable Additional Terms that specifically govern the submission of your UGC, You hereby grant ISG Metaverse, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your UGC (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the rights granted include the right to: (i) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such UGC and combine the same with other materials, and (ii) use any ideas, concepts, know-how, or techniques contained in any UGC for any purposes whatsoever, including developing, producing, and marketing products and/or services. In exercising its rights hereunder, ISG Metaverse may remove or alter metadata, notices, and content, including copyright management information from the UGC. You consent to such alteration and/or removal and further represent and warrant that You have all necessary authority to do so. As permitted by applicable law, You grant ISG Metaverse the unconditional, perpetual, and irrevocable right to use and exploit Your name, persona, and likeness in connection with any UGC, without any obligation or remuneration to You. Except as prohibited by law, You waive any moral rights (including attribution and integrity) that you may have in any UGC, even if it is altered or changed in a manner not agreeable to You. To the extent not waivable, You irrevocably agree not to exercise such moral rights (if any) in a manner that interferes with ISG Metaverse’s exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 3.3.

- 3.4. Representations and Warranties Related to UGC.** Each time you submit any UGC for use in the Services, You represent and warrant that (i) You are at least the age of majority in the jurisdiction in which You reside, (ii) You are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any UGC you submit, and (iii) as to all UGC, (a) You are the sole author and owner of all intellectual property and other rights in and to the UGC, (b) You have a lawful right or authority to submit the UGC and grant ISG Metaverse the rights under these Terms and any applicable Additional Terms, without the need for ISG Metaverse to obtain consent of any third-party and without creating any other obligation or liability of ISG Metaverse; (c) the UGC is accurate; (d) the UGC does not and, as to ISG Metaverse's permitted uses and exploitation set forth in these Terms, will not infringe any right of any third-party, including without limitation intellectual property rights, rights of publicity, and rights of privacy; and (e) the UGC will not violate these Terms or any applicable Additional Terms, or cause injury or harm to any person.
- 3.5. Enforcement.** ISG Metaverse has no obligation to monitor or enforce any intellectual property rights to Your UGC, but You grant ISG Metaverse the right to protect and enforce its rights in and to Your UGC, including initiating actions in Your name and on Your behalf (at ISG Metaverse's cost and expense, to which you hereby consent and irrevocably appoint ISG Metaverse as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).
- 3.6. Your UGC.** All UGC must either originate from You or You must obtain all necessary rights in and to it from third parties in order to permit Your compliance with these Terms and any applicable Additional Terms. Your UGC should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any UGC that belongs to other people and pass it off as Your own; this includes any content that You might have found elsewhere on the Internet. If anyone contributes to your UGC or has any rights to Your UGC, or if anyone appears or is referenced in the UGC, then You must also have their permission to submit such UGC to ISG Metaverse. (For example, if someone has taken a picture of you and your friend, and you submit that photo to ISG Metaverse as your UGC, then you must obtain the permission of your friend and the photographer to do so).
- 3.7. Offensive Content.** If You think your UGC might offend someone or be embarrassing to someone, then chances are it probably will, and it doesn't belong on the Services. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your UGC must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, religion, or handicap. Your UGC must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit. Your UGC must not exploit children under the age of 18. Without limitation, ISG Metaverse may, but does not commit to, address content as outlined in this Section 3.7 that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms.
- 3.8. Do Not Use for Inappropriate Purposes.** Your UGC must not promote any infringing, illegal, or other similarly inappropriate activity.
- 3.9. Be Honest and Do Not Misrepresent Yourself or Your UGC.** Do not impersonate any other individual, user, or company, and do not submit UGC that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a

person or company. In the event you receive anything in consideration from ISG Metaverse with respect to your UGC (e.g., coupons, sweepstakes entries, etc.) You represent you will include disclosure of the receipt of this consideration clearly and conspicuously as part of the UGC and include any other disclosures we may require.

**3.10. UGC Violations.** If You submit UGC that ISG Metaverse reasonably believes violates these Terms, ISG Metaverse may take any legally available action that it deems appropriate, in its sole discretion. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, removal from use of the Services.

#### **4. SERVICES AND CONTENT USE RESTRICTIONS.**

**4.1. Prohibited Use.** You agree that you will not use the Services in a manner that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive; that violates any right of any third-party; or that is otherwise objectionable to ISG Metaverse. ISG Metaverse reserves the more general and broad right to terminate your account or suspend or otherwise deny Your access to the Services or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

**4.2. Services Use Restrictions.** You agree that You will not: (i) use the Services for any political or commercial purpose in competition with us (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other “hidden text” utilizing any Intellectual Property; (iii) use the Services to engage in any activities that harm or attempt to harm any individuals or entities; (iv) use the Services to decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Services by any means whatsoever; (v) modify any source or object code accessible on the Service nor other products, services, or processes accessible through any portion of the Services; (vi) engage in any activity that interferes with another user’s access to the Services, the proper operation of the Services, or that otherwise causes harm to the Services, ISG Metaverse, or other users of the Services; (vii) interfere with or circumvent any security feature (including any digital rights management mechanism, device, or other content protection or access control measure) of the Services or any feature that restricts or limits the use of or access to the Services, the Content, or the UGC; (viii) harvest or otherwise collect or store any information, including personally identifiable information about other users of the Services, including email addresses, without the express consent of such users; (ix) attempt to gain unauthorized access to the Services or other computer systems or networks connected to the Services through password mining or any other means; or (x) otherwise violate these Terms or any applicable Additional Terms.

**4.3. Content Use Restrictions.** While using the Services You agree: (i) to keep intact all trademark, copyright, and other Intellectual Property or other notices contained in the Content; (ii) to not use the Content in a manner that suggests an unauthorized association with any products, services, or brands; (iii) to not make any modifications to the Content (other than to the extent of your specifically permitted use of Licensed Elements, if applicable); (iv) to not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third-party or on any third-party application or website, or otherwise use or exploit such content in any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of ISG

Metaverse or, in the case of content from a licensor, the owner of the Content; and (v) to not insert any code or product to manipulate such Content in any way that adversely affects the Services.

**4.4. Further Limitations.** To the extent that NFT Media contains Third Party IP (e.g., licensed intellectual property from a celebrity, athlete, or other public figure), you understand and agree as follows: (i) that you will not have the right to use such Third Party IP in any way except as incorporated in the NFT Media, and subject to the license and restrictions contained herein; (ii) that, depending on the nature of the license granted from the owner of the Third Party IP, ISG Metaverse may need to pass through additional restrictions on your ability to use the NFT Media; and (iii) to the extent that ISG Metaverse informs you of such additional restrictions in writing (email is permissible), you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of this license. The restrictions in this Section 4.4 will survive the expiration or termination of these Terms.

**4.5. Availability of Services and Content.** ISG Metaverse, in its sole discretion without advance notice or liability, may immediately suspend or terminate the availability of the Services and/or Content (and any elements and features of them), in whole or in part, for any reason.

**5. CREATING AN ACCOUNT.** To access or use some of the features on the Services, ISG Metaverse may require You to register and create an account through ISG Metaverse’s online registration process. The practices governing any collection, use, disclosure and/or management of any personal information provided during the account creation process are disclosed in the Privacy Policy (<https://isgmetaverse.io/privacy>). If you are under the age of majority in the state in which You reside, then You are not permitted to register, create an account, or otherwise use the Services or submit personal information to ISG Metaverse. If You register for any feature that requires a password and/or username, then You will select Your own password at the time of registration (or we may provide you a randomly generated initial password) and You agree to the following: (i) You will not use a username (or email address) that (a) is already being used by someone else, (b) attempts to impersonate another person, (c) belongs to another person, (d) violates the intellectual property or other rights of any person or entity, or (e) is offensive; (ii) ISG Metaverse may reject the use of any password, username, or email address for any reason in its sole discretion; (iii) You will provide true, accurate, current, and complete information about yourself in connection with the registration process; (iv) You are solely responsible for all activities that occur under Your account, password, and username – whether or not You authorized the activity; (v) You are solely responsible for maintaining the confidentiality of Your password and for restricting access to any personal Device so that others may not access any password protected portion of the Services using your name, username, or password; (vi) You will immediately notify ISG Metaverse of any unauthorized use of Your account, password, or username, or any other breach of security, but accept that ISG Metaverse is not responsible for thereafter stopping or preventing unauthorized use; and (vii) You will not sell, transfer, or assign Your account or any account rights. ISG Metaverse will not be liable to you or any third party for any loss or damage of any kind and under any legal theory arising from Your inability or failure for any reason to comply with any of the foregoing obligations. If any information that You provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, any applicable Additional Terms, or any applicable law, ISG Metaverse may suspend or terminate Your account. We also reserve the more general and broad right, as permitted by applicable law, to terminate your account or suspend or otherwise deny Your access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

## 6. PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT.

**6.1. DMCA Requirements.** We are committed to complying with U.S. copyright and related intellectual property laws. Our policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (“DMCA”). It is our policy to remove and/or discontinue Services to repeat offenders. If any person or entity believes their copyrighted work has been copied and used on the Services in a way that constitutes copyright infringement, they may notify us by providing our copyright agent with the following information in accordance with the requirements of the DMCA:

- The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner’s behalf.
- A description of the copyrighted work that you claim has been infringed and a description of the infringing activity.
- Identification of the location where the original or an authorized copy of the copyrighted work exists.
- Identification of the URL or other specific location on the Services where the material you claim is infringing is located, and enough information to allow us to locate the material.
- Your name, address, telephone number, and email address so that we may contact you.
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner’s behalf.

ISG Metaverse will only respond to DMCA Notices that it receives by the email or phone number listed directly below.

**Email:** [dmca@isgmetaverse.io](mailto:dmca@isgmetaverse.io)

**Phone:** (212) 786-411

ISG Metaverse may elect to not respond to DMCA notices that do not substantially comply with all of the foregoing requirements, and it may elect to take any and all action it deems appropriate based on notices that do not substantially comply with the DMCA.

**6.2. DMCA Counter-Notification.** If access to the Services is disabled or the infringing work is removed as a result of a DMCA copyright infringement notice, and You believe in good faith that this was the result of mistake or misidentification, then You may submit a “Counter-Notification” to the email address listed above. The DMCA Counter-Notification should contain the following information:

- a legend or subject line that says: “DMCA Counter-Notification”;
- a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the full URL of the page(s) on the Services from which the material was removed or access to it disabled);
- a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;

- your full name, address, telephone number, email address, and the username of your account with us (if any);
- a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Southern District of New York), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- your electronic or physical signature.

**6.3. Receipt of DMCA Counter-Notification.** If ISG Metaverse receives a DMCA Counter-Notification, then ISG Metaverse may, in its sole discretion, reverse any action previously taken with respect to the related DMCA Notification. Upon receipt of a Counter-Notification that satisfies the requirements of DMCA, We will provide a copy of the Counter-Notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures regarding counter notification. All Counter-Notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act. In all events, You expressly agree that neither ISG Metaverse nor its employees, officers, directors, or agents will be a party to any disputes or lawsuits regarding alleged copyright infringement. Please note You may be held liable for money damages if you materially misrepresent an activity is infringing your copyrights.

## **7. NOTICES, QUESTIONS, AND CUSTOMER SERVICE.**

**7.1. Notices to You.** You agree that we may give you notices or otherwise respond to You by mail or to Your email (if we have it on file) or in any other manner reasonably elected by us. You agree that all agreements, notices, disclosures, and other communications that ISG Metaverse provides to you may be sent electronically, and that such communication is valid and satisfies any legal requirement that such communications be in writing.

**7.2. Notices to ISG Metaverse.** All legal notices to ISG Metaverse must be sent to ISG Metaverse c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, DE 19808. If You have a question regarding the Services, You may contact ISG Metaverse at [notices@isgmetaverse.io](mailto:notices@isgmetaverse.io). You acknowledge that ISG Metaverse has no obligation to provide You with customer support of any kind and that customer service personnel cannot change or waive Terms or applicable Additional Terms.

**8. PRODUCT SPECIFICATIONS; TYPOGRAPHICAL ERRORS.** We strive to accurately describe our products or services offered on the Services; however, we do not warrant that such specifications or other content on the Services are complete, accurate, reliable, current, or error-free.

## **9. DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; CLASS ACTION, CLASS ARBITRATION, AND COLLECTIVE ARBITRATION WAIVERS.**

**9.1. YOU AND ISG Metaverse AGREE TO ARBITRATE – RATHER THAN LITIGATE –** any and all claims, disputes, or controversies between you and ISG Metaverse, including any parents, subsidiaries, officers, directors, employees, or agents of ISG Metaverse, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory (collectively “**Disputes**”) that arise out of or in any way relate to these Terms, any of the Services provided hereunder or any other services or products that ISG Metaverse may offer or provide to You in connection with these Terms (including without limitation amounts that

ISG Metaverse charges You for services or products provided, any alleged breach related to the collection, retention or disclosure of your personal information, and any alleged violation of our Privacy Policy (<https://isgmetaverse.io/privacy>). The term “Dispute” means any and all past, present or future disputes, claims or controversies between You and ISG Metaverse, whether based in contract, statute, regulation, ordinance, tort (including, without limitation, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort) or any other legal or equitable theory, and includes, without limitation, any such disputes, claims or controversies arising out of or relating to the validity, enforceability, interpretation and/or scope of this dispute resolution agreement, provided, however, that the term “Dispute” does not include any such disputes, claims or controversies arising out of or relating to the validity, enforceability, interpretation and/or scope of the Class Action, Class Action Arbitration and Collective Arbitration Waivers set forth in Section 9.2 below, or whether claims to resolve any Disputes must proceed solely on an individual basis, all of which shall be decided by a court of competent jurisdiction, and not by an arbitrator. With that sole exception which shall be broadly construed, the term “Dispute” shall be given the broadest possible meaning. You and ISG Metaverse also agree to arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to You by ISG Metaverse under any other agreement. Notwithstanding this agreement to arbitrate, You and ISG Metaverse may bring appropriate Disputes against each other in small claims court, if the Dispute falls within the small claims court’s jurisdiction.

**9.2. Class or Collective Arbitration; Class Action Waiver; Collective Arbitration Waiver.** You agree that all Disputes between you and ISG Metaverse will be arbitrated individually, and that there will be no class, collective, coordinated representative, or consolidated actions in arbitration (“**Class or Collective Arbitration**” as more fully defined below). You further agree that any action or agreement by You to bring claims or to participate in any claims related to a Dispute in a Class or Collective Arbitration is contrary to these Terms. A Class or Collective Arbitration shall include, but is not limited to, any claim (i) to resolve a Dispute involving two (2) or more similar claims for arbitration filed by or on behalf of one or more claimants; (ii) which involves common questions of law or fact; (iii) which involves an agreement to cooperate or coordinate the arbitration demands being asserted against the same defendant(s); and (iv) is initiated at or near the same time. You agree that this Class Action Waiver and Collective Arbitration Waiver shall be binding in any arbitral proceeding. No arbitrator shall have the authority to consolidate, join, or allow the coordination of more than one (1) person’s claims or to preside over a class, collective, mass, or representative proceeding in any form. No arbitrator shall have the authority to determine the enforceability of this Section 9.2. If you or ISG Metaverse brings a claim in small claims court, the Class Action Waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither you nor ISG Metaverse may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by you or ISG Metaverse. Both parties agree that this Class Action Waiver is an essential part of this arbitration agreement and that if this Class Action Waiver is found to be unenforceable by any court, then the entire arbitration agreement set forth in this Section 9 will not apply to any Disputes between you and ISG Metaverse except for the provisions of Section 9.6 waiving the right to a jury trial. This Class Action and Collective Arbitration Waiver may not be severed from our arbitration agreement.

**9.3. Arbitrator Authority.** The arbitration between you and ISG Metaverse will be binding. In arbitration, there is no judge and no jury. Instead, our disputes will be resolved by an arbitrator, whose authority is governed by these Terms. You and ISG Metaverse agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to these Terms. An arbitrator may award attorneys’ fees and

costs if a court would be authorized to do so and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond you and your dealings with ISG Metaverse. Review of arbitration decisions in the courts is very limited.

**9.4. Informal Dispute Resolution.** You and ISG Metaverse agree that you will try to resolve disputes informally before resorting to arbitration. If you have a dispute, first contact ISG Metaverse here: [notices@isgmetaverse.io](mailto:notices@isgmetaverse.io). If an ISG Metaverse representative is unable to resolve your dispute in a timely manner, you agree to then notify ISG Metaverse of the dispute by sending a written description of your claim to ISG Metaverse at [notices@isgmetaverse.io](mailto:notices@isgmetaverse.io) so that ISG Metaverse can attempt to resolve it with You. If ISG Metaverse does not satisfactorily resolve Your claim within thirty (30) calendar days of receiving written notice to ISG Metaverse of your claim, then you may pursue the claim in arbitration. Neither You nor ISG Metaverse may initiate arbitration without first following the informal dispute resolution procedure provided in this paragraph and thereafter, if the dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. If You are sending a written notice of your intent to file for arbitration to ISG Metaverse, please send such notice via U.S. mail to ISG Metaverse, Attn: Dispute Resolution, ISG Metaverse c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, DE 19808. If ISG Metaverse is sending You a written notice of our intent to file for arbitration, we will send it to the last known address of record we have on file for You.

**9.5. Arbitration Procedures.** You and ISG Metaverse agree that these Terms and the Services ISG Metaverse provides to you affect interstate commerce and that the Federal Arbitration Act, and not state arbitration laws, applies for all Disputes. All arbitrations shall be conducted by the American Arbitration Association (“AAA”). The AAA’s rules are available on its website at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA’s Consumer Arbitration Rules will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA’s rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, You must send a letter requesting arbitration and describing Your claims to ISG Metaverse at [notices@isgmetaverse.io](mailto:notices@isgmetaverse.io) or via U.S. mail to ISG Metaverse, Attn: Arbitration Inquiry, ISG Metaverse c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, DE 19808. You must also comply with the AAA’s rules regarding initiation of arbitration.

**9.6. Jury Trial Waiver.** If for any reason this arbitration agreement is found to be unenforceable, You and ISG Metaverse expressly and knowingly **WAIVE THE RIGHT TO TRIAL BY JURY**. This means that a Judge rather than a Jury will decide disputes between You and ISG Metaverse if, for any reason, the arbitration agreement is not enforced.

## **10. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.**

**AS PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE WEBSITE AND SERVICES IS AT YOUR SOLE RISK, AND THE WEBSITE AND SERVICES ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS.** To the fullest extent permissible by applicable law, ISG Metaverse and its direct and indirect parents, subsidiaries, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, “ISG Metaverse Parties”) hereby disclaim and make no representations,

warranties, endorsements, or promises, express or implied, in connection with, or otherwise directly or indirectly related to, without limitation, the Services, Content, the Licensed Elements, UGC, or other ISG Metaverse products or services, except as explicitly set forth below.

**EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN, IN APPLICABLE ADDITIONAL TERMS, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, ISG Metaverse PARTIES HEREBY FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.**

**NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (i) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY ISG Metaverse PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY ISG Metaverse PARTIES TO YOU OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (ii) ISG Metaverse PARTIES LIABILITY FOR PERSONAL INJURY TO YOU TO THE EXTENT SUCH IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (iii) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST THE ISG Metaverse PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.**

## **11. LIMITATIONS OF OUR LIABILITY.**

**AS PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY OF THE ISG Metaverse PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING PERSONAL INJURY OR DEATH OR FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, IN CONNECTION WITH, OR OTHERWISE DIRECTLY OR INDIRECTLY RELATED TO, WITHOUT LIMITATION, THE SERVICES, CONTENT, THE LICENSED ELEMENTS, UGC OR OTHER ISG METAVERSE PRODUCTS OR SERVICES, EXCEPT, TO THE EXTENT NOT WAIVABLE UNDER APPLICABLE LAW, FOR DIRECT DAMAGES FOR PERSONAL INJURY CAUSED BY A PHYSICAL PRODUCT MANUFACTURED, SOLD, OR PROVIDED BY ISG METAVERSE. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY EVEN IF ANY OF THE EVENTS OR CIRCUMSTANCES WERE FORESEEABLE AND EVEN IF THE ISG METAVERSE PARTIES WERE ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, REGARDLESS OF WHETHER YOU BRING AN ACTION BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR TORT (INCLUDING WHETHER CAUSED, IN WHOLE OR IN PART, BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR DESTRUCTION OF THE SERVICES).**

**AS PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE ISG Metaverse PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICES AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL**

**TO THE AMOUNT YOU HAVE PAID ISG Metaverse IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE(S) THE CLAIM(S).**

**NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (i) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY ISG Metaverse PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY ISG Metaverse PARTIES TO YOU OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (ii) ISG Metaverse PARTIES LIABILITY FOR PERSONAL INJURY TO YOU TO THE EXTENT SUCH IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (iii) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST THE ISG Metaverse PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.**

- 12. INDEMNIFICATION.** As permitted by applicable law, You agree to defend, indemnify, and hold harmless the ISG Metaverse Parties from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any ISG Metaverse Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) your UGC or the NFT Media; (ii) your use of the Services and your activities in connection with the Services; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Services or your activities in connection with the Services; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; (vii) your act of creating, minting, holding custody of, transferring or otherwise taking any action related to any NFTs created by you using the Services; (viii) the ISG Metaverse Parties' use of the information that you submit to us (including your UGC) subject to our Privacy Policy (<https://isgmetaverse.io/privacy>); and (ix) your violation of the rights of a third party, including without limitation another user or third-party service provider (e.g., MetaMask) (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by ISG Metaverse, in the defense of any Claim and Losses. Notwithstanding the foregoing, ISG Metaverse retains the exclusive right to settle, compromise, and pay any and all Claims and Losses. ISG Metaverse reserves the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of ISG Metaverse. This Section is not intended to limit any causes of action against us that you may have but are not waivable under Applicable Law.
- 13. UPDATES TO TERMS.** It is your responsibility to review the posted Terms and any applicable Additional Terms each time you use the Services (at least prior to each transaction or submission). EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICES YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS OF USE AND YOU AGREE THAT WE MAY NOTIFY YOU OF NEW TERMS BY POSTING THEM ON THE SERVICES (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICES AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE NEW TERMS FOR YOUR NEW USE AND

TRANSACTIONS. Any new Terms or Additional Terms will be effective as to use and transactions as of the time that such new Terms or Additional Terms are as posted, or such later date as may be specified in them or in other notice to you. In the event any notice to you of new, revised, or Additional Terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised, or Additional Terms by discontinuing use of the Services.

## 14. GENERAL PROVISIONS.

**14.1. ISG Metaverse’s Consent or Approval.** As to any provision in these Terms or any applicable Additional Terms that grants ISG Metaverse a right of consent or approval or permits ISG Metaverse to exercise a right in its “sole discretion,” ISG Metaverse may exercise that right in its sole and absolute discretion. Note ISG Metaverse’s consent or approval may be deemed to have been granted by ISG Metaverse without being in writing and signed by an officer of ISG Metaverse.

**14.2. Operation of the Services; Availability of Products and Services; International Issues.** ISG Metaverse controls and operates the Services from the U.S.A., and makes no representation that the Services are appropriate or available for use beyond the U.S.A. If you use the Services from other locations, you are doing so on your own initiative and responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply.

**14.3. Export Controls.** You are responsible for complying with all applicable export, sanctions and trade regulations and laws both foreign and domestic. Except as authorized by U.S. law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

**14.4. Severability; Interpretation.** If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the applicable Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. To the extent permitted by applicable law, You agree to waive and will waive any applicable statutory and common law that may permit a contract to be construed against its drafter.

**14.5. Investigations; Cooperation with Law Enforcement; Termination; Survival.** As permitted by applicable law, ISG Metaverse reserves the right, without limitation, to: (i) investigate any suspected breaches of the Services’ security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) use any information obtained by ISG Metaverse in accordance with its Privacy Policy (<https://isgmetaverse.io/privacy>) in connection with reviewing law enforcement databases or complying with Applicable Laws and use and/or disclose any information obtained by ISG Metaverse to comply with law enforcement requests or legal requirements in accordance with its Privacy Policy (<https://isgmetaverse.io/privacy>), (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Services, in whole or in part, or, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to You or any third-party. Any suspension or termination will not affect

Your obligations to ISG Metaverse under these Terms or any applicable Additional Terms. Upon suspension or termination of Your access to the Services, or upon notice from ISG Metaverse, all rights granted to You under these Terms, or any applicable Additional Terms, will cease immediately, and You agree that you will immediately discontinue use of the Services. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive Your suspension or termination will survive, including the rights and licenses you grant to ISG Metaverse in these Terms, as well as the indemnities, releases, disclaimers, limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, jury trial waiver and mandatory arbitration.

**14.6. Assignment.** ISG Metaverse may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by You, and You may not delegate your duties under them, without the prior written consent of an officer of ISG Metaverse.

**14.7. Entire Agreement; No Waiver.** These Terms, and any applicable Additional Terms, reflect the entire agreement between You and ISG Metaverse regarding the use of the Website, Content, and Services and supersede any prior and contemporaneous agreements, representations, warranties, assurances, or discussion related to the Services or regarding the subject matter herein. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) any failure or delay in exercising any of the rights, powers, or remedies under these Terms or other legal right will not operate as a waiver of such or any other right, power, or remedy, and (ii) any waiver of any provision of these Terms or any applicable Additional Terms will not be effective unless made in writing and signed by the party against whom the waiver is sought to be enforced.

**14.8. Applicable Law.** These Terms and any applicable Additional Terms will be governed by and construed in accordance with, and any Dispute will be resolved in accordance with, the laws of the State of Delaware, without regard to its conflicts of law provisions that might apply the laws of another jurisdiction.

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