

# Terms of Use

March 2024

These Terms of Use (collectively, these “Terms”) constitute a binding agreement made between you, whether personally or on behalf of an entity (“you”) and MNNT Ltd. (“we”, “us” “Company”, “MNNT”, or “our”) concerning your access to and use of the [www.MNNT.io](http://www.MNNT.io), [www.Andrometa.gg](http://www.Andrometa.gg), [www.outkast.world](http://www.outkast.world), [www.durashan.world](http://www.durashan.world), [www.sevensofficial.com](http://www.sevensofficial.com), websites as well as any and all other media form, media channel, mobile website or applications (app) related, linked, or otherwise connected thereto (collectively, “Sites”). Andrometa is a distributed application that is currently running on the Ethereum Network, and MalayaZK a Zero Knowledge Rollup (the "Blockchains"), using self-authenticating and self-enforcing smart contracts (each, a “Smart Contract”) to enable users to own, transfer, play, rent, trade, sell and fuse unique digital collectibles and ERC-20 tokens. The Smart Contracts along with the Sites are collectively referred to in these Terms as the “Sites”. Using the Sites, users can view their assets and use the Smart Contracts to acquire, trade, battle, upgrade, and fuse digital collectibles with other Sites users.

These Terms **DO NOT** constitute any offer to sell, **DO NOT** constitute any solicitation of an offer to buy, and/or **DO NOT** constitute any recommendation to purchase or offer to purchase any tokens be it non fungible digital collectibles (“Digital Collectibles”), or crypto utility tokens, or any crypto tokens related to the Sites minted on the ERC-20 token standard (“Tokens”).

WE ARE ONLY WILLING TO MAKE THE SMART CONTRACTS, AND THE SITE AVAILABLE TO YOU IF YOU ACCEPT ALL OF THESE TERMS. BY USING THE SITES, THE SMART CONTRACTS, OR ANY PART OF THEM, OR BY CLICKING “I ACCEPT” BELOW OR INDICATING YOUR ACCEPTANCE IN AN ADJOINING BOX, YOU ARE CONFIRMING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE. IF YOU DO NOT AGREE AND/OR ACCEPT ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITES, AND THE SMART CONTRACTS AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Sites, the App, and the Smart Contracts from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you of any changes by updating the “Last Updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Sites, and the Smart Contracts after the date such revised Terms of Use are posted.

**THESE TERMS CONTAIN AN ARBITRATION PROVISION. YOU AGREE THAT ANY DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS WILL BE**

**SETTLED EXCLUSIVELY BY BINDING ARBITRATION AS MORE FULLY DESCRIBED HEREIN. YOU ALSO AGREE THAT BY ENTERING INTO THESE TERMS YOU ARE WAIVING YOUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN ANY CLASS ACTION LAWSUIT RELATED TO THE SITES, THE SERVICES PROVIDED BY OR RELATED TO MNNT.**

The information on the Sites, and the Smart Contracts are not intended for distribution to or used by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Sites and/or the App from other locations do so on their own initiative and are solely responsible for compliance of local laws, if and to the extent local laws are applicable.

The Sites are intended for users who are at least 13 years old. People under the age of 13 are not permitted to use or register for the Sites and the Smart Contracts.

## 1. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Sites and the Smart Contracts are the proprietary property of the Company and all source code, database, functionality, software, website design, audio, video, text, photographs, and graphics on the Sites (collectively, the "Content") and trademarks, service marks and logos contained therein (the "Marks") are owned, controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the Cayman Islands, foreign jurisdiction and international conventions. Except as expressly provided in these Terms of Use, no part of the Sites, as well as the Smart Contract and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Sites and the Smart Contracts, you are granted a limited license to access and use the Sites or to download or print a copy of any portion of the Content to which you have properly gained access solely to your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Sites, the Content, and the Marks.

Provided that you own an ERC721, ERC-1155, ERC-720 MNNT asset, you are granted a limited license to create fan-art and merchandise which can be used commercially given that you follow the terms set herein:

1. Anyone creating fanart of Company collectibles needs to either own the MNNT collectible they are creating the fan art for or receive permission from that owner.
- 2- The artwork must clearly state "Fanart."

3 - You agree that if the Company determines your commercial use of the MNNT collectible in our sole discretion, to be inappropriate, obscene, or otherwise objectionable, said conduct shall immediately cease.

## 2. USER REPRESENTATIONS

By using the Sites and the Smart Contracts, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Sites and the Smart Contracts through automated and non-human means, whether through a bot, script or otherwise.

(6) you will not use the Sites and the Smart Contracts for any illegal and unauthorized purpose; and (7) your use of the Sites and the Smart Contracts will not violate any applicable law or regulation. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Sites and the Smart Contracts (or any portion thereof).

(8) you have not been included in any trade embargoes or economic sanctions list (such as united nations security council sanctions list), the list of specially designated nationals maintained by O.F.A.C. (the office of foreign assets control of the U.S. Department of the Treasury), or the denied persons or entity list of the United States Department of Commerce. MNNT reserves the right to choose markets and jurisdictions to conduct business, and may restrict or refuse, in its discretion, the provision of MNNT services in certain countries or regions.

(9) you are responsible for securing the computers, cryptographic wallets, and other devices you use to access the Sites, App and/or Smart Contracts (collectively, "Devices"). Securing Devices includes doing things like maintaining adequate control of your Devices and your security details, such as usernames, passwords, seed phrases, and Interface Credentials. You are solely responsible for taking adequate steps to prevent the theft, loss or misuse of your devices, and for ensuring that your devices are password protected. You understand that any loss or compromise of your Devices or of your Devices' username and password, Account Credentials, Interface Credentials, crypto wallet or other security details may result in unauthorized access to your Sites Account or Sites Interface and the loss of the Virtual Currency or Tokens held in your Sites account, that you will be solely responsible for such losses, and that MNNT will not be liable to you or to any third party for such losses.

## 3. USER REGISTRATION

You will be required to register with the Sites and the Smart Contracts. You agree to keep your password confidential and will be responsible for all use of your account and password.

We reserve the right to remove, reclaim or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

#### 4. PROHIBITED ACTIVITIES

You may not access or use the Sites and the Smart Contracts for any purpose other than that for which we make the Sites and the Smart Contracts available. The Sites and the Smart Contracts may not be used in connection with any commercial endeavors except if agreed to in a binding legal contract with MNNT. You may not:

- Systematically retrieve data or other content from the Site and the Smart Contracts to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from the Company.
- Make any unauthorized use of the Sites and the Smart Contracts, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Circumvent, disable, or otherwise interfere with security-related features of the Sites, the App and the Smart Contracts, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Sites and the Smart Contracts and/or the Content contained therein.
- Engage in unauthorized framing of or linking to the Sites, the App, and the Smart Contracts.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords or in a way that enriches you monetarily in a deceitful manner.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the Sites and the Smart Contracts or the networks or services connected to the Site.
- Attempt to impersonate another user or person or use the username of another user.
- Sell or otherwise transfer your profile.
- Use any information obtained from the Sites and the Smart Contracts in order to harass, abuse, or harm another person.
- Use the Sites and the Smart Contracts as part of any effort to compete with us.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Sites and the Smart Contracts.
- Attempt to bypass any measures of the Sites designed to prevent or restrict access to the Site, or any portion of the Sites and the Smart Contracts.
- Harass, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Sites and the Smart Contracts to you.
- Delete the copyright or other proprietary rights notice from any Content.
- Copy or adapt the Sites' software, including but not limited to Flash, PHP, HTML, JavaScript, Solidity or other code.

- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Sites or App or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Sites, App and the Smart Contracts.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Except as may be the result of standard search engines or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Sites, Apps and the Smart Contracts, or using or launching any unauthorized script or other software.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Sites, App and the Smart Contracts.
- Use the Sites and the Smart Contracts in a manner inconsistent with any applicable laws or regulations.

## 5. FEE AND PAYMENT

If you elect to purchase, trade, sell or fuse any Digital Collectibles, in game collectibles, in game tokens, or crypto tokens, which will be released by us, any transactions that you engage in will be conducted solely through the Blockchain via a crypto wallet such as MetaMask or comparable crypto wallet. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. The Company will never custody any of your Digital Collectibles or tokenized assets. With that in mind, the Company will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Sites, Apps, and/or using the Smart Contracts, or any other transactions that you conduct via the Ethereum, Binance Smart Chain, Andrometa, MalayaZK or any other blockchain network.

Ethereum requires the payment of a transaction fee (a "Gas Fee") for every transaction that occurs on the Ethereum network. The Gas Fee funds the network of computers that run the decentralized Ethereum network. This means that you may need to pay a Gas Fee for each transaction that occurs via the Sites and App.

In addition to the Gas Fee, once MalayaZK goes live, each time you utilize a Smart Contract to conduct a transaction with another user via the Sites, you authorize us to collect a commission % of the total value of that transaction (each, a "Commission"). You acknowledge and agree that the Commission will be transferred directly to us through the MalayaZK Network as a part of the transaction.

As between us, you will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed

or imposed by any governmental authority (collectively, "Taxes") associated with your use of the Sites (including, without limitation, any Taxes that may become payable as the result of your ownership, transfer, or fusing of any of your Digital Collectibles, crypto tokens, utility tokens etc). Except for income taxes levied on Digital Collectibles, you: (i) will pay or reimburse us for all national, federal, state, local, or other taxes and assessments of any jurisdiction, including value-added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

## 6. SUBMISSION

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information regarding the Sites, Apps, and the Smart Contracts ("Submissions") provided by you to us are non-confidential and should become our sole property. We should own exclusive rights, including all intellectual property rights, and should be entitled to the unrestricted use and dissemination of these Submissions to any lawful purpose, commercial, or otherwise, without acknowledgment or compensation for you. You hereby waive any moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there should be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## 7. THIRD-PARTY WEBSITE AND CONTENT

The Sites (or you may be sent via the Sites) links to other websites ("Third-Party Websites") as well as articles, photograph, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Sites including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Sites and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk and you should be aware that these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Sites or relating to any applications you use or install from the Sites and/or the App. Any purchase you make through Third-Party Websites

will be through other websites and from other companies or persons, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products and services offered on Third-Party Websites and you should hold us harmless from any harm caused by your purchase of such products and services. Additionally, you should hold us harmless from any losses sustained by you or harm caused to you relating to resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## 8. ADVERTISER

We allow advertisers to display their advertisements and other information in certain areas of the Site such as sidebar advertisements or banner advertisements. If you are an advertiser, you should take full responsibility for any advertisements you place on the Sites and App and any services provided on the Sites or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Sites including, but not limited to, intellectual property rights, publicity rights, and contractual rights. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

## 9. TERMINATION

These Terms of Use remain in full force and effect while you use the Sites, or any Application(s) developed by us and the Smart Contracts. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITES, APP AND THE SMART CONTRACT (INCLUDING BLOCKING CERTAIN IP ADDRESSES) TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITES, APP, AND THE SMART CONTRACT OR DELETE YOUR ACCOUNT WITHOUT WARNING, IN OUR SOLE DISCRETION INCLUDING DELETING ALL OFF CHAIN ITEMS, IN GAME CURRENCY OR IN GAME COLLECTIBLES.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or a borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating and suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## 10. GOVERNING LAW

This Terms of Use and your use of the Site, the App, and the Smart Contracts are governed by and constructed in accordance with the laws of Cayman Islands applicable to agreements made and to be entirely performed in the Cayman Island, without regard to its conflicts of law principles.

## 11. DISPUTE RESOLUTION

### 11.1 Informal negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least ninety (90) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### 11.2 Binding Arbitration

If a Party is unable to resolve a Dispute through informal negotiations, the Disputes (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. **YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.** The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer-Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). Your arbitration fees and your share of arbitration compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, we will pay all the arbitration fees and expenses. Except where otherwise required by the applicable AA rules or applicable law, the arbitration can take place in Miami Florida. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgement on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the courts located in the Cayman Islands, and the Parties hereby consent to and waive all defenses of lack of personal jurisdiction, and forum non-conveniens with respect to venue and jurisdiction.

In no event shall any Dispute brought by either Party related in any way to the Sites, App and the Smart Contracts be commenced more than one (1) year after the cause of the action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable



and such Dispute shall be decided by a court of competent jurisdiction within the courts listed or jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

### 11.3 Exceptions to the Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provision concerning informal negotiations and binding arbitration: (a) any Dispute seeking to enforce or protect, or concerning the validity of, and of the intellectual property rights of a Party, (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal and unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed or jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## 12. DISCLAIMERS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITES, APPS, AND THE SMART CONTRACTS ARE AT YOUR SOLE RISK, AND THAT THE SITES, APPS, AND THE SMART CONTRACTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SITES, APPS, AND THE SMART CONTRACTS AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE SITES, APPS, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE SITES, THE APP AND THE SMART CONTRACTS WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE SITES, THE APP AND THE SMART CONTRACTS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE SITE, THE APP AND THE SMART CONTRACTS WILL BE ACCURATE, (III) THE SITE, THE APP AND THE SMART CONTRACTS OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE SITES, APP, AND THE SMART CONTRACTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE SITES, THE APP AND THE SMART CONTRACTS WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE ETHEREUM NETWORK, MALAYAZK NETWORK, ANDROMETA ECOSYSTEM, THE METAMASK ELECTRONIC WALLET, AND ANY OTHER CRYPTO WALLET INTEGRATED INTO THE SITES AND/OR APP, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF ATTACK AGAINST THE APP, ETHEREUM NETWORK, MALAYAZK, OR THE METAMASK AND/OR COMPARABLE ELECTRONIC WALLET.

MNNT LTD COLLECTIBLES, TOKENS, OR ASSETS ARE INTANGIBLE DIGITAL COLLECTIBLES, TOKENS OR ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE BLOCKCHAIN. ALL SMART CONTRACTS ARE CONDUCTED AND OCCUR ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM AND BINANCE SMART CHAIN AND VARIOUS OTHER BLOCKCHAIN NETWORKS. MNNT LTD. HAS NO CONTROL OVER AND MAKES NO GUARANTEES OR PROMISES WITH RESPECT TO SMART CONTRACTS. MNNT LTD. IS NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE ETHEREUM NETWORKS, MALAYAZK NETWORK, BINANCE SMART CHAIN NETWORK THE METAMASK ELECTRONIC WALLET, OR ANDROMETA INTEGRATED ELECTRONIC WALLET. INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE ETHEREUM NETWORK, MALAYAZK NETWORK, BINANCE SMART CHAIN NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

### 13. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF

PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE AND ACKNOWLEDGE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE SITES, THE APP AND THE SMART CONTRACTS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (A) THE AMOUNTS YOU ACTUALLY PAID US UNDER THESE TERMS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) ONE HUNDRED (100) US DOLLAR.

YOU AGREE AND ACKNOWLEDGE THAT WE HAVE MADE THE SITES, THE APP AND THE SMART CONTRACTS AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US. WE WOULD NOT BE ABLE TO PROVIDE THE SITES, THE APP AND THE SMART CONTRACTS TO YOU WITHOUT THESE LIMITATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO PERSONAL INJURY CLAIMS.

#### 14. ASSUMPTION OF RISK

You accept and acknowledge each of the following:

A. The prices of blockchain assets, collectibles and tokens are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your MNNT Assets, digital collectibles and/or tokens, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of MNNT Asset(s) will not lose money. **NOR DO WE IN ANY WAY GUARANTEE THE VALUE OF YOUR MNNT ASSET.**

B. You are solely responsible for determining what, if any, taxes apply to your MNNT Asset-related transactions. MNNT LTD. is not responsible for determining the taxes that apply to your transactions on the App, the Sites, or the Smart Contracts.

C. The Sites do not store, send, or receive NFTs. This is because NFTs exist only by virtue of the ownership record maintained on the blockchain. Any transfer of MNNT Ltd. Asset(s) occurs only on the secondary market or any future networks developed by the Company.

D. There are risks associated with using an Internet-based blockchain tokens, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that MNNT Ltd. will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Sites or App however caused.

E. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the MNNT Ltd. Andrometa Ecosystem, Metaverse, games marketplace, App, etc, and therefore the potential utility or value of MNNT Ltd. Assets.

G. Upgrades by MNNT Ltd. to the Sites or APP may have unintended, adverse effects on all MNNT Ltd. Digital Collectibles, assets or tokens.

## 15. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by third party due to or arising out of: (1) use of the Sites App and Smart Contracts (2) breach of these Terms of Use, (3) any breach of your representations and warranties set forth in these Terms of Use, (4) your violation of the rights of a third party, including but not limited to intellectual property rights, or (5) any overt harmful act toward any other use of the Sites, the App and the Smart Contracts with whom you connected via the Sites, the App and the Smart Contracts. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action or proceeding which is subject to this indemnification upon becoming aware of it.

## 16. USER DATA

We will maintain certain data that you transmit to the Sites and the Smart Contracts for the purpose of managing the performance of the Sites, App and the Smart Contracts, as well as data relating to your use of the Sites Apps, and the Smart Contracts. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that release to any activity you have undertaken using the Sites, App and the Smart Contracts. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## 17. REGULATORY DISCLOSURE

The Sites, App, Smart Contracts and Assets are one way for you to manage and interact with some of your virtual assets. Your ability to create addresses to receive and send supported tokens within any of the Sites, App or Smart Contracts is not hosted by MNNT; rather, it is hosted on a network of decentralized blockchains.

MNNT is not a bank, money transmitter, virtual currency business, custodial or hosted Virtual Currency wallet, or other form of money services business. MNNT does not own, possess or control any Virtual Currency or Tokens deposited in any MNNT Sites, App, or Smart Contracts. MNNT is not able to initiate any 'send' transaction on your account on its own. You will hold the only copy of the Account Credentials (as described above) that are necessary to initiate any 'send' transaction from your MNNT related service. MNNT is not the custodian of any Virtual Currency or Token transferred to MNNT Sites, App or Smart Contracts. MNNT does not obtain or hold any legal or beneficial right, title or interest in or to any Virtual Currency or Tokens that you store on MNN's Sites, App, or Smart Contracts.

## 18. MNNT CREDENTIALS

When using the Additional Security feature, subject to these Terms and any of our anti-money laundering or other related policies (collectively, our "Risk Policies"), following our receipt of a proper Sender Transaction Initiation, MNNT will present the MNNT Credentials, such that the transaction specified in the Sender Transaction Initiation is posted to the Approved Network (each, a "Complete Transaction"). Transactions will not be considered Complete Transactions while they are pending (as described below).

### e. Transactions - Pending

Once a transaction has been submitted to the Approved Network, it will be considered "pending" until the transaction can be confirmed on the Approved Network. You acknowledge that MNNT does not control the length of time it takes for a pending transaction to be confirmed, or whether a pending transaction is ultimately confirmed; similarly, you acknowledge that your transactions may not become Completed Transactions, or may be delayed by the Approved Network (and that MNNT will not be liable to you if that happens). Such pending transactions will not be included in your Interface Address balance, nor will any values associated with pending transactions be available to you or to the intended recipient to conduct other transactions.

MNNT does not control any blockchains and cannot ensure when or if any pending transaction will be confirmed. You understand and agree that transactions may not be completed, or may be delayed by the blockchain Network, and that MNNT will not be liable to you if that happens.

### f. Transaction - Failure Modes

If you or the sender for a given transaction has not provided sufficient network fees, or if the Approved Network has insufficient capacity at the time of a transaction, the transaction may fail, take a very long time to occur, or never occur. MNNT does not guarantee the success of

any ‘receive’ or ‘send’ transaction in the Andrometa Ecosystem, because we do not control any blockchain network. You have to sign each outgoing transaction on each Interface Address with your Interface Credential (which we do not have access to). There may also be changes in the Approved Network on which your Interface Address relies, such as a fork or network failure, which may impede the operation of your MNNT Interface or your ability to transact with your Supported Tokens. Given that the MNNT Interface does not use private keys, your MNNT Interface cannot be recreated elsewhere.

#### g. Transactions – Limits

We may implement transaction limits for our Services from time to time, at our sole discretion. While we may post these transaction limits on the Sites, App or in your Account, we are under no obligation to do so. We reserve the right to require you to provide us with certain “know-your-customer” information upon request, including but not limited to government-issued identification, proof of residence, telephone number, or interface control verification as a condition precedent to allowing you to complete any transaction on an Interface Address or in your Account.

#### h. Transactions – Blocked

As a general statement, MNNT does not control transactions. However, to the limited extent that MNNT has the ability, as the normal part of operation of the Services, to refuse or cancel a pending transaction, MNNT reserves the right to refuse or cancel any such pending transaction at any time, at its sole discretion.

## 19. FORCE MAJURE

Should a Force Majeure Event prevent MNNT, either in whole or in part, from complying with these Terms, then such delay shall not be deemed a breach of the Terms, and you may not claim loss or damage from us as a result. “Force Majeure Events” are any events that are beyond MNNT’s reasonable control and include, but are not limited to extraordinary weather conditions such as floods, hurricanes, earthquakes, acts of God, fire, war, riot, insurrection, accidents, actions of government, labor disputes, communications or power failures, or equipment or software malfunctions. Included in Force Majeure Events are network splits, forks, or other unexpected changes to a computer network upon which the Services rely.

## 20. MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Sites, App and the Smart Contracts, or in respect to the Sites, the App and the Smart Contracts constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or

provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, and unenforceable, that provision or part of the provision is deemed severable these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.