

GENERAL TERMS OF USE OF METADAMS

1. ACCEPTANCE OF THE TERMS OF USE

These Terms and Conditions of Use (the "**Terms of Use**") apply to your use of the Metadams platform including any content, functionality, products and services offered on or through its website (the "**Metadams Platform**"), whether as a guest or a registered user ("**User**", "**you**" or "**your**"), accessible at the following address: <https://metadams.io/>

Please read these Terms of Use carefully before using the Metadams Platform.

These Terms of Use constitute a legally binding agreement and govern your use of the Metadams Platform.

By using the Metadams Platform, you agree to be bound by and comply with these Terms of Use. If you do not wish to be bound by these Terms of Use, you must not use the Metadams Platform. You must use the Metadams Platform in accordance with applicable laws and regulations, wherever you are at the time of use.

To enter into the contract created by these Terms of Use, you must be a natural person of legal age in your country of residence. You are legally and financially responsible for all actions through access to or use of our software, including the actions of any person you authorize to access the user account you may create on the Metadams Platform (the "**User Account**"). You represent that you have reached the legal age of majority and understand and agree to these Terms of Use. If you are under the legal age of majority, you may not use the Metadams Platform.

You also represent and warrant that you are using the Metadams Platform solely for non-commercial, non-professional and personal purposes.

By checking the box "*I have read and accept the Terms of Use*", you confirm that you have read them, that you accept them and that you agree to be bound to Metadams, a simplified joint stock company under French law, registered in the Paris Trade and Companies Register under number B 907 569 982 RCS Paris, whose address is 27 rue du Chemin Vert, 75011 Paris ("**Metadams**", "**we**", "**us**" or "**our**").

For the purposes of these Terms of Use, if you have a problem or concern, you can contact us at contact@metadams.io.

2. ADDITIONAL TERMS OF USE APPLICABLE

By accepting the Terms of Use, you also declare that you accept the following additional terms of use (the "**Additional Terms of Use**"):

- our privacy policy ("**Privacy Policy**") available at the following link: <https://metadams.io/>.

The Privacy Policy governs how we handle and protect the data we receive when you use the Metadams Platform.

- our game policy ("**Game Policy**") available at the following link: <https://metadams.io/>.

3. CHANGES TO THE TERMS OF USE

We reserve the right to change these Terms of Use and/or any Additional Terms of Use at any time. If we make material changes to these Terms of Use, we will notify you in advance by a specific means of communication (such as an email sent to the email address associated with your User Account) and provide you with a reasonable period of time to review the updated Terms of Use. If you do not wish to accept the updated Terms of Use, you may terminate these Terms of Use by requesting the deletion of your User Account and automatically ceasing to use the Metadams Platform. If you do not terminate the Terms of Use before the expiry of the period specified after the update notification, your continued use of the Metadams Platform will constitute acceptance of the revised Terms of Use.

The applicable version of the Terms of Use is the latest version published at the date of use of the Metadams Platform.

4. CONTENT OF THE METADAMS PLATFORM

Metadams is the owner of the Metadams Platform and services, including, but not limited to, their exclusive content, information, design, logos, texts, graphics, images, icons, data, software, algorithms and scripts. Any unauthorized extraction or reproduction of the Metadams Platform database is prohibited.

We hereby grant you a personal, limited, non-exclusive, non-transferable, non-sub-licensable, revocable license to use the content of the Metadams Platform, subject to your compliance with these Terms of Use and any applicable Additional Terms of Use.

You acknowledge and agree that the use of the Metadams Platform does not give you any ownership or other rights in the content (including code, data or other material) of the Metadams Platform or any other rights in the content (including code, data or other material) provided by third parties or other Users of the Metadams Platform.

You may not copy, imitate or use, in whole or in part, the Proprietary Content without the prior written permission of the Metadams Platform.

5. SERVICES AVAILABLE ON THE METADAMS PLATFORM

Services include all products, offers, games and features on the Metadams Platform (the "**Services**").

The Metadams Platform is a game that allows you to explore the world of Metadams, play mini-games, complete quests and missions, and interact with other Users of the Metadams Platform (the "**Game**").

Participation in the Game is governed by the Game Policy.

The Metadams Platform is also a distributed application that currently runs on the Cardano network (the "**Blockchain**") and allows Users to own, transfer, fight and breed genetically unique digital creatures ("**Beavers**") in the Game.

It also allows Users to own and transfer other digital assets such as parcels of land ("**Lands**") on which Users can collect credits specific to the Metadams Platform ("**Resources**"), or own accessory items ("**Items**"). The Resources are the "soft currency" of the Metadams Platform.

Beavers and Lands are in the form of non-fungible tokens ("**NFT**") that can be acquired via the Marketplace or the Online Store. The NFTs can then be viewed on an inventory corresponding to a storage location in the Game ("**Inventory**") offered by the Metadams Platform with which the User can interact or directly stored from their external wallet (the "**Wallets**").

The Metadams Platform may contain links or content from services not operated by Metadams that provide additional content or functionality such as payment services, crypto currency buying and selling, digital asset wallets as well as player data and third party collectibles marketplaces ("**Third Party Services**"). Whether or not integrated into the Metadams Platform, such Third Party Services are provided in accordance with the Terms of Use and Privacy Policy of the relevant third party provider, under the sole responsibility of that provider. Metadams is not responsible for the availability or accuracy of the Third Party Services, nor for the services, products or content available from the Third Party Services. Links to or use of Third Party Services does not constitute an endorsement by Metadams of such Third Party Services. Please refer to the general terms of use and/or privacy policy of the relevant Third Party Service for more information.

6. CHANGES IN SERVICES

We may suspend or modify the Services, and any services or content associated with the Metadams Platform, or restrict access thereto (including by cancellation, termination, modification or suspension of a User Account) to all or certain Users (including you) without notice and without liability to you, at our sole discretion. In addition, due to your geographic location, the Services or some of their features or content may not be available to you. Notwithstanding anything to the contrary herein, we may terminate or suspend access to the Services due to your violation of these Terms of Use.

If the modification negatively affects your access to or use of the Metadams Platform or the Services, you will have the right to terminate these Terms of Use and your User Account and this termination will be effective within a maximum of thirty (30) days. If you continue to use the Metadams Platform and/or the Services despite the modification, you will be considered to have accepted it.

7. RESTRICTIONS ON USE

You may use the Metadams Platform and the Services only for lawful purposes and in accordance with these Terms of Use. You agree to refrain from accessing or using the Services for any purpose that is unlawful or beyond the scope of its intended use.

In connection with your use of the Metadams Platform and the Services, unless applicable laws or regulations prohibit such restrictions or you have our express written permission to do so, you shall not:

- interfere with, disrupt or attempt to gain unauthorised access to other Users' accounts, other Users' Portfolios and/or computer networks;
- use or attempt to use or access another User's account;
- download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Metadams Platform, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms of Use;
- duplicate, decompile, reverse engineer, disassemble or determine any source code, algorithm, method or technique of the Metadams Platform or attempt to do so;
- use, reproduce or delete any copyright, trademark, service mark, trade name, slogan, logo, image or other proprietary notices displayed on or through the Metadams Platform or the NFTs, in particular in relation to the content of the Player Cards;
- access or use the Metadams Platform in a manner that could disable, overburden, damage, disrupt or impair the Metadams Platform, or interfere with any other User's access to or use of the Metadams Platform, or use any device, software or routine that would cause the same;

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- attempt to gain unauthorized access to, interfere with, damage or disrupt the Metadams Platform, the accounts registered by other Users, or the computer systems or networks connected to the Metadams Platform;
- circumvent, delete, alter, deactivate, degrade or defeat any technological measure or protection of the content of the Metadams Platform;
- use a crawler or any other automated means to access the Metadams Platform to monitor, retrieve, copy or collect information or data from or through the Metadams Platform, or engage in any manual process to do the same;
- introduce viruses, Trojan horses or other malicious or technologically harmful elements into our systems;
- use the Metadams Platform for illegal, harassing, unethical or disruptive purposes, or use the Metadams Platform in a fraudulent, deceptive, threatening, defamatory, obscene, hateful or otherwise objectionable manner;
- Use the Metadams Platform for commercial purposes, including commercial advertising, communication or solicitation;
- access or use the Metadams Platform in any manner not expressly permitted by these Terms of Use.

8. ACCOUNTS

You can browse and consult NFT offers on the Metadams Platform and Marketplace without creating a User Account. However, to play on the Metadams Platform or to make transactions on the Metadams Platform (for the purpose of buying or selling NFTs only), you will have to create a dedicated User Account. You will find here the terms of use applicable to the creation of your account in a more general way.

8.1 Creating a User Account

A user account can be created on the Metadams Platform. The Metadams Platform, the Services and the creation of a User Account are free for individual, non-commercial and personal use. The creation of a User Account does not require the prior possession of an NFT.

To create a User Account, you must provide :

- an e-mail address; and
- a password.

When creating your User Account, Metadams will ask you to confirm your registration by clicking on a link in an email sent to you. Confirmation of your registration on the Metadams Platform is mandatory.

After creating your User Account, you will be assigned a Beaver (non-NFT) avatar. You can choose to link your own Beaver in order to use your NFT as an avatar in the Game.

You may not create more than one User Account and/or manage the User Accounts of other Users (even if they have given you express permission to do so). Only a natural person may create a User Account. You may not register on behalf of or coordinate with any other individual, group of individuals and/or company.

You must not attempt to conceal your identity by using multiple User Accounts or email addresses, or by any other means, to conduct transactions on the Metadams Platform via multiple User Accounts.

You may not create a new User Account if the User Account previously associated with you has been temporarily or permanently suspended in accordance with these Terms of Use. If you do so, that User Account may be suspended or terminated immediately without notice.

8.2 User Account Management

The management of the User's Account and personal information is done only via the User's personal space on the Metadams Platform.

The login (email address) and password allow you to access the Services and the Metadams Platform. The email address allows us to:

- to communicate with you in connection with the management and monitoring of your User Account and
- to send you information about the Services and the Metadams Platform.

8.3 Prohibited use of the User Account

The use of your User Account is prohibited under the following conditions:

- Creation of multiple User Accounts by the same User: The creation of User Accounts by the same User is not permitted. The management of several User Accounts by a single User is also not permitted, even with the agreement of the holders of the said User Accounts.
- Joint management of User Accounts: Users may not associate or act in association or conjunction with other User Accounts, whether formally or informally, to attempt to circumvent these TOU, create an unfair competitive advantage and/or other unfair or artificial advantage in the game, or attempt to unfairly or artificially influence the value of NFTs, including, but not limited to, directing other Users regarding actions on their respective User Accounts, lending, trading, buying, repeatedly selling and/or selling NFTs at below market value.
- Users of a suspended or deleted User Account: A User may not attempt to create a new User Account on the Metadams Platform following the suspension or deletion of a User Account.

8.4 Pseudonym

When you create a User Account, you will be assigned a nickname by default.

You can choose a nickname that will be associated with all purchases and participation in the Metadams Platform of your User Account. The choice of nickname is final and cannot be changed.

The holder of a User Account is known to other Users by his or her nickname. The nickname identifies you as a person in the Game. It is visible to other Users.

You may not attempt to mislead, confuse and/or defraud other Users through any material contained in your screen name. You may not include abusive, harassing, offensive or otherwise malicious language or suggestions in your pseudonym.

The pseudonym and team names must respect at least the following rules:

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- correspond to a pronounceable word (e.g. the word "jdietz" does not respect this rule);
- not be offensive, inappropriate or improper;
- not to refer to a political orientation, ethnicity, community or religion;
- not to be vulgar or insulting;
- have no sexual or pornographic connotations;
- not resemble or imitate a trademark or copyrighted term;
- not to promote a commercial service;
- not to refer to a narcotic product or any other entity prohibited by law;
- not be spelled or alternatively spelled in order to circumvent the rules imposed above;
- not to combine your first name and surname, which, when combined, would contravene the above rules.

The assessment of compliance or non-compliance with these rules is left to the free discretion of Metadams.

Metadams reserves the right to modify or delete the name chosen by the User for technical, ethical or legal reasons, without requesting the User's approval.

8.5 Responsibility / Safety

By creating a User Account, you represent and warrant that you are not a resident of a country over which the United States government, the European Union and/or the United Nations has placed an embargo restriction and you are not on the list of restricted parties or persons (including being a Specially Designated National).

We encourage you to choose a strong password and to store your password information securely. You should not share your User Account and password information with third parties.

Metadams is not responsible for the sharing, loss or theft of your password or other information related to your User Account.

It is your responsibility to take all necessary steps to secure access to your login information and your User Account. We strongly encourage you to implement two-factor authentication. You are responsible for the actions of anyone using your User Account, including without your prior consent.

The User undertakes to ensure the confidentiality of his login details, passwords and access data relating to his User Account and to inform Metadams as soon as possible at the following address: contact@metadams.io as soon as he notices or suspects that unauthorized third parties know his access data. In this case, the User must modify its data or invite Metadams to do so. In such a case, Metadams reserves the right to temporarily block access to the User's Account. The User will have access to his User Account again as soon as the User or a third party has eliminated any suspicion of unauthorized access, the notion of suspicion being left to the sole discretion of Metadams.

If a third party uses a User Account without authorization by accessing the User's access data, and if the User is found to be responsible, the User will be considered responsible. Metadams shall not be liable for any damages to your User Account, your Wallet or your computer resulting from the loss or sharing of access data.

If Metadams suspects that a third party has discovered the access data, Metadams is entitled, but not obliged, to modify the access data or to block the User Account without notice. Metadams will notify the User accordingly as soon as possible and, upon request, will provide the User with new access data within a reasonable time. The User has no right following the temporary blocking of his User Account or the modification of his access data.

Metadams reserves the right to delete inactive User Accounts. The license agreement will then automatically terminate.

8.6 Suspension / Deletion of a User Account

You may terminate these Terms of Use at any time by requesting the deletion of your User Account and ceasing to use the Metadams Platform and/or the Services.

Deleting your User Account will result in the irreversible deletion of all User data associated with the User Account. You must back up all NFTs stored on the Inventory to your Wallet prior to any deletion request. Any NFTs stored on your Inventory that have not been transferred out of your User Account by the date of deletion will be permanently unrecoverable. Metadams will not be responsible for the permanent loss of any NFTs and/or crypto-currencies that have not been backed up prior to a deletion request.

Metadams reserves the right to temporarily or permanently suspend a User Account. Your User Account will be suspended, including, but not limited to, when you violate or are suspected of violating this section or any part of these Terms of Service and/or any applicable Additional Terms of Service.

In case of temporary suspension of the operation of the Metadams Platform as well as in case of permanent closure of the Metadams Platform, we will inform you by sending an email to the email address associated with your User Account. You will then have a period of thirty (30) days to transfer any NFT and/or crypto-currency from your Inventory to a Wallet. You agree and acknowledge that if you do not make such transfer within the thirty (30) day period, all NFTs and/or crypto-currencies stored in the Inventory will be permanently unrecoverable. Metadams will not be responsible for any loss related to this transfer.

9. CONDITIONS OF USE FOR ACCESS TO THE MARKETPLACE AND THE ONLINE SHOP

The Metadams Platform allows the use of a Marketplace by Users. The Marketplace is a bulletin board on which you can sell or buy an NFT. By using the Marketplace, you agree to use the Marketplace according to the JPG.Store Terms of Use. Metadams accepts no liability to you in connection with the use of the Marketplace. Any complaints arising from the use of the Marketplace features (publishing an offer, ranking an offer, deleting an offer) should be addressed to the JPG.Store customer support.

Metadams also provides Users with a shop on the Metadams Platform (the "**Online Shop**"), where Users can purchase NFTs, consumables or Resources (the "**Online Products**").

Access to these online Products is subject to these Terms of Use.

The following are the terms of use for the Marketplace and the Online Shop, which set out the Terms of Use for buying and selling NFTs.

9.1 Your Portfolio

In order to acquire, store and perform transactions involving NFTs and other digital assets (crypto-currencies) on the Marketplace or the Online Store, you can connect your own Wallet. Eligible Wallets on the Metadams Platform are those connected to the Blockchain (Nami, Eternl, GeroWallet, Flint, Yoroi, Typhon).

You may store your NFTs and crypto-currencies obtained in the Game in your Wallet and use them as a means of exchange on the Blockchain and accept them as a means of payment for all Services.

By using Portfolios in connection with the Metadams Platform, you agree to the Portfolio Providers' terms and conditions of use.

Portfolios are not associated, maintained, endorsed or affiliated with Metadams. Metadams accepts no liability in connection with your use of a Portfolio, and makes no representations or warranties regarding how the Metadams Platform will work with any specific Portfolio.

The private keys needed to decrypt a Wallet are held solely by you, not by Metadams. Metadams does not have the ability to help you access or retrieve your private keys for your Wallet.

If you wish to acquire an NFT when you do not hold a Portfolio, you agree that Winter may retain and manage the NFT in accordance with its Terms and Conditions: <https://www.usewinter.com/terms-of-service>.

9.2 Marketplace transactions

You can offer your NFTs for sale on the Marketplace in accordance with the JPG.Store Terms and Conditions of Use: <https://www.jpg.store/terms>.

To offer an NFT for sale, you set the price and publish the NFT in question on the Marketplace (the "**Offer**"). The Offer will be open on the Marketplace (without time limit).

When you sell an NFT on the Marketplace, JPG.Store may charge a fee for the transaction equal to the royalty fee set by the creator and the service fee ("**Fee**"), where indicated. JPG.Store reserves the right to change the applicable Fees at its discretion.

Metadams does not intervene, arrange or generally participate in the conclusion of the transaction between buyers and sellers on the Marketplace in any way, nor does it intervene in any way in the selection and/or pricing of the NFTs that are the subject of the Offers on the Marketplace. Metadams is not a party to or an agent in the sale or purchase of any NFT on the Marketplace, and Metadams does not act as an execution intermediary for the bilateral or multilateral matching of the interests of buyers and sellers. We may, in our sole discretion, suspend or cancel your transactions on the Marketplace until we, and JPG.Store, have reviewed the information and documents provided and accepted them as meeting the requirements of applicable law. If you do not provide complete and accurate information and documentation in response to such a request, your transactions may not be processed on the Marketplace. You acknowledge that there may also be a delay between the time you submit such information and the time we and JPG.Store Services are able to perform anti-money laundering, know your customer or similar checks.

Metadams does not control the value, appropriateness and/or fairness of the prices offered by a Seller. The Seller is solely responsible for determining the selling price of the relevant NFT and the Buyer is solely responsible for assessing the price of any NFT posted on the Marketplace. Any non-professional User may post an Offer on the Marketplace at his or her own discretion.

When you buy or sell collectibles on the Marketplace, you understand and agree that you are solely responsible for the relevant transaction. To the fullest extent permitted by applicable law, Metadams shall not be liable for any damages caused by the sale, purchase, price or any other act performed by buyers or sellers on or in connection with the Marketplace.

As a matter of principle, the seller is responsible for all taxes, duties and fees due in respect of the transaction he enters into with a buyer.

9.3 Transactions on the Online Shop

The Online Shop offers online purchases of Products.

In order to use the Online Store, you will be required to provide Metadams with various personal information, including your name, mailing address and e-mail address, and this information will be associated with your account. Please note that Metadams will collect, store and/or use such personal data only in accordance with applicable law; for more details regarding the protection of your data, please see Metadams' Privacy Policy. You will also be required to provide accurate billing information in connection with the payment method you choose to use for each purchase made through the Online Store. Failure to provide such information promptly will constitute a material breach of these Terms of Use.

9.4 Payment

You can purchase NFTs according to the payment terms below:

- Credit or debit card on the Marketplace and Online Shop;
- Crypto-currency via your Wallet in the Marketplace and Online Store. The eligible crypto-currency is ADA ;
- Resources on the Online Shop.

When you make a payment following the provision of a Service through the Metadams Platform, it is processed by one of our payment service providers. For more information on the different payment options, please visit the Help Center.

In order to process your payment, the relevant payment service provider may request additional information from you to verify your identity or validate the transaction, in accordance with that payment service provider's Terms of Service and Privacy Policy.

You acknowledge and agree that due to the nature of Blockchain technology, once a transaction has been processed, the associated transaction data will be irreversibly associated with the relevant NFT and documented on the Blockchain.

You will be solely responsible for the payment of all sales, use, value-added and other taxes, duties and assessments imposed by any governmental authority in connection with your use of the Metadams Platform and the acquisition or sale of the NFTs, except for any income tax imposed on us as a result of your use, acquisition or sale of the NFTs, as more precisely described under Article 13 of the present Terms of Use hereafter.

9.5 Application of consumer law

Users are "consumers" under French law.

In this sense, Users have a right of withdrawal which can be exercised in principle within fourteen (14) days following the conclusion of the contract in accordance with the provisions of Article L. 221-18 of the French Consumer Code. Thus, the User may change his/her mind and retract within 14 days following the purchase and return it to the seller.

Due to the digital nature of the NFTs purchased on the Metadams Platform, the User waives his right of withdrawal when purchasing on the Metadams Platform. The User will become the owner of the NFTs immediately following the acquisition of the NFTs on the Metadams Platform and will not be able to ask for a refund from Metadams.

Under the terms of these Terms of Use, the User expressly agrees that the performance of the contract shall commence before the end of the withdrawal period and the User acknowledges that he/she loses the right of withdrawal within the meaning of article L.221-28, 1° of the Consumer Code.

9.6 Risks

You acknowledge and agree that there are risks associated with purchasing and holding NFTs and using Blockchain technology, such as the risk of losing access to NFTs due to loss of private key(s), custodial error or buyer error, the risk of Blockchain attacks or other hacking and cyber security incidents. We also cannot exclude that access to the NFTs may be lost due to regulatory or legislative changes. You also acknowledge and accept that there are risks related to taxation, or any other risk related to the fluctuation of the value of the NFT.

You also acknowledge and agree that there are various risks associated with the use of internet or crypto-based currency, such as risks associated with hardware, software and internet connections, malware or cyber security attacks, including unauthorised access by a third party. While we will do our best to ensure that adequate cybersecurity measures are in place, you agree and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience due to the inherent technological limitations and risks associated with the use of the Internet and the Blockchain network.

The regulatory regime governing Blockchain technologies, crypto-currencies and tokens is uncertain, and new regulations or policies may have a significant negative effect on the development of the Marketplace, and thus on the potential utility or value of your NFTs. Upgrades to any Blockchain network or hard forks in those networks, or a change in the way transactions are confirmed on those Blockchain networks may have unintended negative effects on all blockchains, including the Blockchain.

10. USE OF YOUR CONTENT

You grant and/or agree to grant Metadams the transferable, sublicensable, royalty-free, worldwide right to use, copy, distribute, adapt, create derivative works from, reproduce, distribute, modify, translate, and otherwise exploit any content you generate while using the Services (including, but not limited to, screen name, comments, team composition, team name, etc.) by any present or future process and by any means of distribution on the Website, social networks, or media (such as TikTok, Twitter, Instagram, Youtube, etc.) e-banners and promotional emails or Metadams newsletter or in its internal documentation, whether in whole or in part, and whether as provided or as modified, for commercial or promotional purposes.

11. SUSPICIOUS ACTIVITIES

In case of use of the Metadams Platform in contravention of the provisions of these Terms of Use and in particular in contravention of the provisions of Article 7 "Restrictions of use", Metadams reserves the right, at its sole discretion, to investigate the account activity considered suspicious and to limit the User's access to the Metadams Platform and/or to temporarily suspend his account for the duration of the investigation. If you wish to report suspicious activity, you may contact support at contact@metadams.io.

Any report will be kept strictly confidential and will not be disclosed to any third party, except to the extent required by applicable law or regulation, or pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction, or as part of a report, audit or investigation, or at the request of an authority.

You agree to respond promptly to all enquiries and to provide any information requested by Metadams in connection with an investigation.

You must not use the Metadams Platform and/or your account in a manner that violates these Terms of Use. We reserve the right to restrict a User's access to certain parts of the Metadams Platform, to temporarily or permanently suspend a User when the User is reasonably suspected of having violated or has violated these Terms of Use.

12. RESPONSIBILITY

Metadams has only an obligation of means concerning the access and use of the Metadams Platform and/or Services. Metadams cannot guarantee that the features offered on the Metadams Platform will always be available or without typographical, technical or other errors, that defects will be corrected or that the Services or servers hosting it are free of viruses or bugs.

The Metadams Platform is provided for personal, non-commercial use only, and we cannot be held responsible for any loss of profit, loss of business, loss of contract, business interruption or loss of business opportunity in connection with your use of the Metadams Platform and/or the Services.

Metadams is not responsible for any use of the Services that does not comply with these Terms of Use. We shall not be liable for any damages, direct or indirect, loss of data or profits, which may arise from the use or non-use of the Services, negligence or any other reason related to the use of the Metadams Platform and/or the Services.

We shall not be liable to you, and shall not be deemed to have breached our obligations under these Terms of Use, for any failure or delay in performing our obligations under these Terms of Use to the extent that such failure or delay is caused by or results from events beyond our control, such as acts of God, war, flood, fire earthquakes, epidemics, pandemics, explosions, hostilities (whether war be declared or not), terrorist threats or acts, riots or other civil disturbances, embargoes or blockades, strikes, work stoppages or slowdowns or other industrial disturbances, lack of adequate or appropriate Internet connectivity, telecommunications failure or lack of adequate power or electricity, and other similar events beyond our control.

Metadams cannot be held responsible for third party content such as content published by Users and/or any content exchanged between Users. Metadams declines any responsibility for any content as well as for the nature of this content exchanged between Users, especially on the secondary market.

If Metadams is held liable in connection with your use of the Metadams Platform and/or the Services, the amount of compensation to which you may be entitled is limited to the amount of money you have paid for access to the Services during the twelve months preceding your claim.

Metadams shall not be liable or obliged to compensate you for any amount you have spent to acquire NFTs outside the Metadams Platform.

13. LEGAL AND TAX TREATMENT OF NFT

NFTs sold on the Metadams Platform are digital assets.

Their legal status may vary according to the regulations that may exist in different countries.

Under French law, the NFTs offered by the Metadams Platform do not constitute a digital asset within the meaning of Articles L.552-2 or L.54-10-1 of the Monetary and Financial Code. The NFTs do not

constitute either a financial instrument within the meaning of article L.211-1 of the Monetary and Financial Code or a miscellaneous good.

Consequently, Metadams does not provide any regulated service within the meaning of French law and in particular no service on digital assets (within the meaning of Article L.54-10-2 of the French Monetary and Financial Code) nor any investment service (within the meaning of Article L.321-1 of the French Monetary and Financial Code) or intermediation service in various goods (within the meaning of Article L.551-1 of the French Monetary and Financial Code).

Metadams draws the attention of the Users to the fact that the sale of NFT on the Marketplace may lead, depending on your place of residence, to the application of a specific tax regime, in particular in case of realization of a capital gain (in case the sale price of the NFT is higher than its purchase price).

In this respect, the User acknowledges that he/she is solely responsible for assessing the tax consequences of his/her activity on the Metadams Platform and, if necessary, for declaring any income from the sale of NFTs to the relevant tax authorities.

It is the responsibility of Users to make their own assessment and obtain appropriate information and advice of their own choosing in order to determine the tax and other regime applicable to the sale of NFTs and the appropriate reporting regime, if any.

14. APPLICABLE LAW AND JURISDICTION

14.1 Applicable law

These Terms of Use and any applicable Additional Terms of Use are governed by French law.

However, if you are located outside France, the additional consumer rights and protections to which you are entitled under the laws of the country in which you are located will also apply.

14.2 Mediation

As part of the processing of a dispute and prior to any action before the courts, Users must contact Metadams free of charge by sending a request to that effect, by email to contact@metadams.io or by mail to the address of the company Metadams.

Metadams will use its best efforts to attempt to resolve this dispute promptly.

If Metadams fails to resolve the dispute or if the User is not satisfied with the solution provided, and if the User's complaint is less than one year old, the User may submit a complaint to an independent mediator whose contact information is available to Users at the following address: <https://metadams.io/>.

14.3 Jurisdiction

In the event of a dispute that you are unable to resolve by contacting us or through mediation as described below, and where permitted or required by applicable law, you agree that the French courts shall have exclusive jurisdiction. However, if you are a consumer and a resident of another member country of the European Union, you and Metadams may also bring an action in that country.

Our failure or delay in exercising any of our rights under these Terms of Use or by law shall not constitute or be construed as a waiver of such rights. If any section of these Terms of Use is held to be invalid or void by any court of competent jurisdiction, it shall be deemed to be unwritten but shall not invalidate or render void the remaining sections of these Terms of Use.

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