

The Fugly NFT Terms of Use

Last revised: June 17, 2022

These Terms of Use (“Terms”) apply to your purchase, sale and display of ETVerse non-fungible tokens (“NFTs”). Some purchases of NFTs may include special experience opportunities. To the extent there is a conflict between these Terms and the Experience Terms, these Terms control.

These Terms are entered into between you and Blake Jamieson LLC & MegZany LLC (“Company,” “we,” or “us”). These Terms expressly incorporate any other documents referenced herein (such as our Privacy Policy) and govern your access to and use of this site <https://fugly.app> (the “Site”), as well as all content, functionality, and services offered on or through the Site, including the NFTs.

1. Reviewing and Accepting These Terms

Please read these Terms carefully, as they set out your rights and responsibilities when you use this Site to buy NFTs (the “Services”). When each NFT is sold for the first time, the agreement for sale is between the Company and the initial purchaser. If the initial purchaser decides to sell the NFT through this Site, then this Site serves only as a platform that facilitates transactions between a buyer and a seller and the Company is not a party to any agreement between such buyer and seller of NFTs or between any other users.

All NFTs are stored on and accessible through the Ethereum blockchain. As such, the Company does not maintain the NFTs on this Site and, aside from transferring control of the NFT to the initial purchaser of the NFT, the Company has no control over the transfer, storage, ownership or maintenance of the NFT.

When you connect your cryptocurrency wallet to the Site using a trusted service provider such as MetaMask or Wallet Connect, you accept and agree to be bound and abide by these Terms and all of the terms incorporated herein by reference. By agreeing to these Terms, you hereby certify that you are at least 18 years of age. If you do not agree to these Terms, you must not access or use the Site.

Please note that Section 17 contains an arbitration clause and class action waiver. By agreeing to these Terms, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have the dispute decided by a judge or jury, and you waive any right to participate in collective action, whether that be a class action, class arbitration, or representative action. You have the ability to opt-out of this arbitration clause by sending us notice of your intent to do so within thirty (30) days of your initial agreement to these Terms.

We reserve the right to change or modify these Terms at any time and in our sole discretion. You agree and understand that by accessing or using the Site following any change to these Terms, you are agreeing to the revised Terms and all of the terms incorporated therein by reference.

Review the Terms each time you access the Site to ensure that you understand how the Terms apply to your activities on the Site.

2. Linking Your Cryptocurrency Wallet

When you link your cryptocurrency wallet, you understand and agree that you are solely responsible for maintaining the security of your wallet and your control over any wallet-related authentication credentials, private or public cryptocurrency keys, non-fungible

tokens or cryptocurrencies that are stored in or are accessible through your wallet. Any unauthorized access to your cryptocurrency wallet by third parties could result in the loss or theft of NFTs and/or funds held in your wallet and any associated wallets, including any linked financial information such as bank account(s) or credit card(s). We are not responsible for managing and maintaining the security of your cryptocurrency wallet nor for any unauthorized access to or use of your cryptocurrency wallet. If you notice any unauthorized or suspicious activity in your cryptocurrency wallet that seems to be related to this Site, please notify us immediately.

3. Ownership

Unless otherwise indicated in writing by us, the Site, all content, and all other materials contained therein, including, without limitation, Our logos, and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, "Site Content") are the proprietary property of MegZany LLC, or our affiliates, licensors, or users, as applicable. The MegZany LLC, logo and any MegZany LLC, product or service names, logos, or slogans that may appear on the Site or elsewhere are trademarks of MegZany LLC, or our affiliates, and may not be copied, imitated or used, in whole or in part, without our prior written permission.

You may not use any Site Content or link to the Site without our prior written permission. You may not use framing techniques to enclose any Site Content without our express written consent. In addition, the look and feel of the Site Content, including without limitation, all page headers, custom graphics, button icons, and scripts constitute the service mark, trademark, or trade dress of MegZany LLC, and may not be copied, imitated, or used, in whole or in part, without our prior written permission.

4. Terms of Sale

By placing an order on the Site, you agree that you are submitting a binding offer to purchase an NFT or other Service. If you are the initial purchaser of a NFT or you are purchasing a Service, then all amounts due are to be paid to MegZany LLC, LLC. If you are not the initial purchaser of a NFT, then amounts may be paid to the-then holder of the NFT. You also acknowledge and agree that Company receives 8% of every subsequent sale of a NFT ("Royalty"). For example, if you are the initial purchaser, and you sell a NFT for \$100 to a subsequent purchaser, \$8 will automatically be transferred to Company and you will receive \$92. Company has the right collect Royalties for NFT sales in perpetuity and may use those funds in any manner Company sees fit.

As such, if you sell a NFT on a third-party NFT marketplace, you agree to include a statement substantially similar to the following in the description of the NFT:

"8% Royalty Applies. See MegZany LLC, Terms for details."

In addition, when you buy or sell a NFT on this Site, you agree to pay all applicable fees associated with the transaction and you authorize Us to automatically charge and collect such fees from your payment. We will always display a breakdown of any transaction or other fees prior to your purchase or sale of a NFT.

No refunds are permitted except with respect to any statutory warranties or guarantees that cannot be excluded or limited by law.

5. Intellectual Property

Other than Site Content, all other trademarks, product names, and logos on the Site are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable trademark holder. Without

limiting the foregoing, if you believe that third-party material hosted on the Site infringes your copyright or trademark rights, please file a notice of infringement by contacting the Designated Copyright Agent listed below.

Your notice must contain the following information as required by the Digital Millennium Copyright Act (17 U.S.C. §512) (“DMCA”):

- The full name and a physical or electronic signature of the person authorized to act on behalf of the copyright owner;
 - Identification of the copyrighted work claimed to have been infringed. If multiple copyrighted works are covered by your notice, you may provide a representative list of the copyrighted works that you claim have been infringed;
 - Reasonably sufficient detail to enable us to identify and locate the copyrighted work that is claimed to be infringing (e.g. a link to the page on the Site that contains the material);
 - A mailing address, telephone number, and email address where we can contact you;
 - A statement that you have a good faith belief that the disputed use of the copyrighted work is not authorized by the copyright owner, its agent, or the law; and
 - A statement made by you, under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.
6. Please submit your notice to the Designated Agent below:

MegZany LLC

Legal Department

31127 Via Colinas, #804

Westlake Village, CA 91362

Email: hello@megzany.com

Once you provide us with an adequate notice as described above, we will respond expeditiously and take whatever action, in our sole discretion, that is deemed appropriate including removal of the disputed copyrighted work from the Site.

Counter-Notice:

If you believe that a DMCA notice of copyright infringement has been improperly submitted against you, you may submit a counter-notice to the Designated Agent with the following information required by the DMCA:

- Your physical or electronic signature;
- Identification of the copyrighted work that has been removed or to which access has been disabled including a link to the page on the Site that contained the material before it was removed or disabled;
- A statement under penalty of perjury that you have a good faith belief that the copyrighted work was removed or disabled as a result of mistake or misidentification;
- Your name, address, e-mail address, and telephone number; and
- A statement that you (i) consent to the jurisdiction of the Federal District Court in the judicial district where your address is located if the address is in the United States, or the United District Court for Dallas Texas if your address is located outside of the United States, and (ii) accept service of process from the person who provided the DMCA notice of the alleged copyright infringement.

7. Please submit your counter-notice to the Designated Agent below:

MegZany LLC

Legal Department

31127 Via Colinas, CA 91262

Email: hello@megzany.com

In the event that the Company receives a counter-notice in compliance with the above requirements, we will provide the person who submitted the DMCA copyright infringement notice with a copy of the counter-notice, informing them that the Company will replace the removed material in 10 business days from the date of the counter-notice unless the Company first receives notice from the person who submitted the DMCA copyright infringement notice that they have filed an action seeking a court order to restrain the allegedly infringing activity.

PLEASE NOTE THAT MegZany LLC, INTENDS TO COMPLY WITH ALL PROVISIONS OF THE DIGITAL MILLENNIUM COPYRIGHT ACT, BUT WILL NOT UNILATERALLY TAKE RESPONSIBILITY FOR POLICING AND REMOVING MATERIAL THOUGHT TO BE INFRINGING.

We hereby grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site Content. In return, you agree not to engage, or assist, in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or that involves proceeds of any unlawful activity; not to engage in any other activity or behavior that poses a threat to MegZany, LLC, (e.g., by distributing a virus or other harmful code, or through unauthorized access to the Site or other users' cryptocurrency wallets and not to interfere with other users' access to or use of the Services.

You also agree not to (1) distribute, publish, broadcast, reproduce, copy, retransmit, or publicly display any Site Content; (2) modify or create derivative works from the Site Content, or any portion thereof; (3) use any data mining, robots, or similar data gathering or extraction methods on the Site Content; (4) download any portion of the Site Content, other than for purposes of page caching, except as expressly permitted by us.

With respect to the NFTs, each purchaser of a NFT is granted an exclusive, limited license to such NFT and its content to access, use, or store such NFT and its content solely for their personal use. NFTs are a limited-edition digital creation based upon content that may be trademarked and/or copyrighted by Company. Subject to your continued compliance with these Terms, and while you maintain ownership to your NFT, the Company grants you an unlimited, revocable, worldwide license to use, copy, and display the purchased content for the purpose of creating derivative works based upon the content. You further agree that this license is not exclusive and that the Company will retain the right to also sell, license, modify, display, broadcast and create derivative works based upon your NFT or its content for commercial purposes related to the Company. If you sell a NFT through the Site, you agree that you will not have any claims against us for any breach of these Terms by a purchaser. If you purchase a NFT on the Site, you hereby agree to hold us and the seller of such NFT harmless from and against any and all violations or breaches of these Terms.

If you are unsure whether a contemplated use of the Site Content or a NFT and its content would violate these Terms, please contact us at hello@megzany.com.

8. Taxes:

We are not responsible for determining the withholding, sales, use, value added, transfer or other taxes, together with any interest and penalties imposed with respect thereto (“Taxes”), that may apply to transactions on this Site. You agree that you are solely responsible for determining what, if any, Taxes apply to your transactions and to withhold, collect, report and remit the correct amounts of Taxes to the appropriate taxing authorities. Unless otherwise indicated on an applicable invoice, amounts due on this Site are exclusive of sale, use, value added or similar Taxes (“Sales Taxes”). This means that Sales Taxes become your sole responsibility. Upon our request, you agree to promptly provide a properly executed Internal Revenue Service Form W-9 or applicable Internal Revenue Service W-8 and any other tax form that is reasonably required by us so to comply with our tax reporting obligations.

9. Privacy

You acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with our Privacy Policy, which is incorporated into these Terms.

10. Modifications

You agree and understand that we may modify part or all of this Site or the Services without notice, and that we may update these Terms and any other document incorporated by reference therein at any time.

11. Risks

Please note the following risks in accessing, purchasing, selling or using NFTs: The price and liquidity of blockchain assets, including NFTs, are extremely volatile and may be subject to large fluctuations. Fluctuations in the price of other digital assets could materially and adversely affect NFTs, which may also be subject to significant price volatility. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of NFTs. NFTs are not legal tender and are not backed by any government. Transactions in NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions in NFTs shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction. The value of NFTs may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for NFTs, which may result in the potential for permanent and total loss of value of a particular NFT should the market for that NFT disappear.

You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that we do not give advice or recommendations regarding NFTs, including the suitability and appropriateness of, and investment strategies for, NFTs. You agree and understand that you access and use this Site at your own risk; however, this brief statement does not disclose all of the risks associated with NFTs and other digital assets. You agree and understand that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using NFTs, however caused.

12. Disclaimers

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY MegZany LLC, THE SITE AND ANY SITE CONTENT CONTAINED THEREIN, AND ANY AND ALL NFTS LISTED THEREIN ARE PROVIDED ON AN “AS IS” AND “AS

AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. MegZany LLC (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL (1) MEET YOUR REQUIREMENTS; (2) BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (3) BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE.

WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SITE. MegZany LLC DOES NOT REPRESENT OR WARRANT THAT SITE CONTENT IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

WHILE WE ATTEMPT TO MAKE YOUR ACCESS TO AND USE OF THE SITE AND SITE CONTENT SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SITE, SITE CONTENT, ANY NFTS LISTED ON OUR SITE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF NFTS INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF ATTACK AGAINST THE SITE OR NFTS.

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM PLATFORM. WE DO NOT GUARANTEE THAT MegZany LLC, OR ANY MegZany LLC PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFT .

We are not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains or any other features of the NFTs. MegZany LLC is not responsible for casualties due to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting NFTs including forks, technical node issues or any other issues having fund losses as a result.

Nothing in these Terms shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL MegZany LLC BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE SITE, SITE CONTENT, THE SERVICES OR THIRD PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF MegZany LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE, SITE CONTENT, THE SERVICES OR THIRD PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF MegZany LLC ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE ACCESS TO AND USE OF THE SITE, SITE CONTENT, NFTS, OR ANY SERVICES PURCHASED ON THE SITE EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT YOU HAVE PAID TO MegZany LLC FOR THE SERVICES IN THE LAST TWELVE MONTHS OUT OF WHICH LIABILITY AROSE.

14. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless MegZany LLC, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "MegZany LLC Parties"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Site, Site Content, or NFTs, (c) your violation of these Terms, (c) your violation of the rights of a third party, including another user and (e) your failure to pay any Taxes or Sales Taxes in connection with your transactions on this Site or to provide us with a properly executed tax form described in Section 8. You agree to promptly notify us of any third party Claims and cooperate with the MegZany LLC Parties in defending such Claims. You further agree that the MegZany LLC Parties shall have control of the defense or settlement of any third party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND US.

15. Governing Law

These Terms of Use, your rights and obligations, and all actions contemplated by, arising

out of or related to these Terms shall be governed by the laws of the State of Texas, as if these Terms are a contract wholly entered into and wholly performed within the State of Texas. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THIS SITE AS CONTEMPLATED BY THESE TERMS SHALL BE DEEMED TO HAVE OCCURRED IN THE STATE OF TEXAS AND BE SUBJECT TO THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.

16. Disputes and Arbitration Agreement

Carefully read the following arbitration agreement ("Arbitration Agreement"). It requires you to arbitrate disputes with MegZany LLC and limits the manner in which you can seek relief from us.

Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Site, to any Services sold or distributed through the Site, including NFTs, or to any aspect of your relationship with MegZany LLC will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or MegZany LLC may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington Delaware 19808. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, MegZany LLC will pay them for you. You may choose to have the arbitration conducted by telephone or video conference or based on written submissions, or you may request to meet in-person for arbitration in Dallas, Texas. You agree that any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and MegZany LLC. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written

award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us. And you agree that to the extent monetary or non-monetary remedy or relief is granted, such request for relief may be enforced as needed by any court of competent jurisdiction.

Waiver of Jury Trial. YOU AND MegZany LLC HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and MegZany LLC are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as otherwise indicated in this Section 14. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Arbitration Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class or Other Non-Individualized Relief. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A OR COLLECTIVE CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any part of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought in the state or federal courts located in the State of Texas. All other claims shall be arbitrated.

30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: MegZany LLC, 31127 Via Colinas, #804, Westlake Village, CA 91362, Attention Legal Department, within 30 days after first becoming subject to this Arbitration Agreement. You may also submit your decision to hello@megzany.com. Your notice must include your name and address, the cryptocurrency wallet address you used to transact on this Site (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

17. Severability.

Except as provided herein, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

18. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with MegZany LLC,.

19. Modification. Notwithstanding any provision in these Terms to the contrary, we agree that if MegZany LLC makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing to us at the following address: MegZany LLC, 31127 Via Colinas, #804, Westlake Village, CA 91362, Attention Legal Department

20. Severability

If any term, clause, or provision of these Terms is held invalid or unenforceable, then that term, clause, or provision shall be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, cause, or provision, or any other terms, clause, or provision of these Terms.

21. Entire Agreement

These Terms comprise the entire agreement between you and us relating to your access to and use of the Site, Site Content and any NFTs you have purchased, and supersede any and all prior discussions agreements, and understandings of any kind. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

PRIVACY POLICY

This policy was last modified on September 9, 2021.

This privacy policy (this "Privacy Policy") describes how we collect, use, and share data that we obtain through your use of the Internet sites, applications, email and newsletter communications, and online services (the "Site") operated by, controlled by, or affiliated with MegZany LLC (collectively, "MegZany LLC," "we," "us," or "our"). If you are a resident of California, please review our [California Privacy Policy](#) for additional disclosures required by California law.

By using the Site, you agree to the practices described in this Privacy Policy and any updates posted here from time to time. To make sure you stay informed of all changes, you should check this Privacy Policy periodically. Updates will be referenced by the "Last Modified" date shown above.

1. **Collection of Data**

We collect data from you in several different ways on the Site, including personal data and data about your use of the Site which does not identify you personally. Personal data means information, or combination of information, that can reasonably be used to identify you personally (such as your name, phone number, address, and email address).

We collect personal data that you voluntarily provide to us.

We collect personal data that you voluntarily provide to us (such as when you submit an inquiry), including name, email address, and any other data you choose to provide.

We automatically collect data about your use of the Site.

When you access and use the Site, our technology and tools may automatically collect and record certain data about your use of and interaction with the Site that does not identify you personally (such as your IP address, browser type, the make and model of device used to view the Site, unique device identifiers, the referring webpage, pages visited, and search terms).

We also use various tracking technologies (such as cookies and pixel tags) to collect data about your use of and access to the Site. Cookies are small data files stored on your hard drive or in device memory by websites you visit, applications you use, or advertisements you view and help us improve the Site and your experience on the Site. Pixel tags are electronic images that generate a generic notice of a visit to the Site and are used in conjunction with cookies to anonymously track activity on the Site by a particular browser.

Third parties may also automatically collect data about you.

Some content on the Site may be served by third-party content providers and may also use cookies, pixels tags, or other similar tracking technologies to automatically collect data about you, both on the Site and throughout the Internet. We do not control the technologies of those third parties. Data collection and use by those third parties is subject to the privacy policies of those third parties. It is up to you to review the terms of use and privacy policies of those third parties.

2. Use of Collected Data

We use the data we collect to assist in the administration and operation of the Site and to provide you an efficient, meaningful, and customized experience.

We may use data to:

- Fulfill our obligations with respect to the reason you voluntarily provided the data (such as responding to an inquiry or provide you with information, products, or services that you request from us or that may be of interest to you);
- Allow you to participate in certain features of the Site;
- Improve the Site or our products, events, and services and for other business or commercial purposes;
- Optimize your experience on the Site (such as troubleshooting technical programs or storing your preferences);
- Provide co-branded services and features (such as contests, sweepstakes, or other promotions);
- Notify you about changes to the Site (including this Privacy Policy);
- Carry out any other purpose described to you at the time the data was collected; and
- Carry out any other purpose with your consent or as permitted by law.

Additionally, we may use data for marketing purposes to:

- Provide you with additional information regarding products, events, promotions, and services from MegZany LLC, and third parties that may be of interest to you

via email, text message, or through advertising on various social media platforms or websites (both desktop and mobile) that you may visit; and

- Develop, improve, and target our promotional messaging to you and others via retargeting, online behavioral advertising, and use of social media platform tools for advertising (such as creation of Facebook Lookalike Audiences).

You can learn more about Facebook ads [HERE](#) and other types of online advertising [HERE](#).

3. **Third-Party Websites and Services**

Through your use of the Site, you may access, directly or indirectly, other websites or services, including from our service providers, business partners, and other third parties, in each case, that are not owned or controlled by us. Data collection and use by those third parties is subject to the privacy policies of those third parties. It is up to you to review the terms of use and privacy policies of those third parties.

Please note that when you apply for a job with us, the privacy policy of our job applicant processing partner also applies to the submission of your application information.

Please also note that when you sign up to receive text messages from us, the privacy policy of our conversation platform partner also applies to the submission of your personal information. In addition, you agree to receive recurring text messages (which may be marketing and/or automated) from or on behalf of MegZany LLC, at the phone number you provided at opt-in. Your consent to receive such text messages is not a condition of purchase. Message and data rates may apply and are billed by and payable to your mobile service provider. Delivery of messages are subject to the effective transmission by your mobile service provider and any policies or terms established by your mobile service provider.

4. **Sharing of Collected Data**

We may share the data we collect as follows:

- With our current and future parents, affiliates, subsidiaries, and other companies under common control and ownership;
- With our service providers that perform services for us (such as e-mail and mobile marketing, analytics, and web hosting);
- With our sponsors, promotional partners, or event partners in connection with certain contests, sweepstakes, promotions, or ticketed events;
- With our third-party vendors and partners that sell items, offer promotions, or provide services to you through our services (either alone or jointly with us);
- To comply with a court order or other legal obligation, to enforce the Site terms of use, and to protect the rights, property, or safety of our users and other third parties;
- With government or law enforcement officials or private parties (including our legal or other professional advisors) as we determine, in our sole and absolute discretion, is necessary or appropriate to respond to claims or to comply with legal processes, laws, regulations, or ordinances, or to prevent or stop illegal, unethical, or actionable activity;

- In connection with, or during negotiations of, any merger, acquisition by another company, or sale of all or substantially all of our business or assets; and
- With your consent or at your direction.

5. **Transfer of Collected Data**

The Site is operated in the United States. If you are located in another jurisdiction, please be aware that the data we collect will be transferred to, stored, and processed in the United States. By using the Site and/or providing us with any data, you consent to this transfer, processing, and storage of your data in the United States, a jurisdiction in which the privacy laws may not be as comprehensive as those in the country where you reside or are a citizen such as the European Union. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Notice. We will take all steps reasonably necessary to ensure that your data is subject to appropriate safeguards and ensure that your data is treated securely and in accordance with this Privacy Policy.

6. **Data Security**

We use commercially reasonable technical and organizational measures to help secure and safeguard your data in our possession. However, no data transmission over the Internet is completely secure and no security mechanism is impenetrable. Therefore, although we take steps to protect your data, we cannot guarantee the security of the data that we collect from you or the security of our servers or the Site. By accessing the Site, any transmission of data is at your own risk and you agree to assume all risk in connection with data sent to us or collected by us.

7. **Data Retention**

We retain data only as long as necessary in light of the purpose(s) for which it was originally collected. Please note that we may retain your data for longer periods of time as necessary to comply with our legal obligations or respond to governmental authorities.

8. **Children and Parents**

We respect children's privacy. We do not target or knowingly or intentionally collect personal data from children under the age of 13. By using the Site, you have represented and warranted that you are either at least 18 years of age or using the Site with the supervision of a parent or guardian. If you are under the age of 13, you may not use the Site. If you become aware that your child has provided us with personal data without your consent, please [Contact Us]⁴

9. **Our “Do Not Track” (DNT) Policy**

Some websites have “do not track” features that allow you to tell a website not to track you. We do not currently respond to those signals or any similar mechanisms transmitted by web browsers. To learn more about DNT and tracking signals, please visit [All About DNT](#).

10. **Your Data Preferences**

Use of Collected Data

If you no longer want us to use your collected data as described above, please submit a request by completing this [form](#).

Communications

If you no longer wish to receive emails or other communications from MegZany LLC, please follow the instructions in the emails to opt-out from receiving such emails in the future or submit a request by completing this [form](#).

Cookies, Pixel Tags, and Other Similar Tracking Technologies

You may remove or reject cookies by adjusting settings on your browser, and thus opt-out of certain features of the Site and the Site's automatic collection of certain data. These tracking technology opt-out tools are device and browser specific so you must repeat the opt-out from each of your devices and browsers. Please note that removing or rejecting cookies could affect the functionality of the Site.

You may also remove certain tracking technologies and opt-out of online behavioral advertising messaging by using the opt-out tools available from the Digital Advertising Alliance ([DAA Opt-Out Tool](#)) and the Network Advertising Initiative ([NAI Opt-Out Tools](#)).

Advertising Preferences

You may adjust your advertising preferences on various social media websites by adjusting your Settings on the particular platform. For example, you may adjust the types of Facebook ads you receive on [Facebook](#) and the types of Google ads you receive on [Google](#).

11. California Privacy Policy

If you are a resident of California, please review our [California Privacy Policy](#) for additional disclosures required by California law.

12. Contact Us

To submit a request relating to Your Data Preferences, please complete this [form](#). Please note that requests submitted through the form are processed more quickly than requests submitted by email or mail.

If you have any questions about this Privacy Policy, please email us at hello@megzany.com or write to us at one of the following addresses:
MegZany LLC, 31127 Via Colinas, #804, Westlake Village, CA 91362
Attention: Legal Department; Privacy Policy Inquiry

CALIFORNIA PRIVACY POLICY

This policy was last modified on September 9, 2021.

This California Privacy Policy (this "California Privacy Policy") supplements the information contained in the [Privacy Policy](#) of MegZany LLC, with additional disclosures required by the California Consumer Privacy Act ("CCPA") and other California privacy laws that apply only to residents of California. Any terms defined in the Privacy Policy or in the CCPA have the same meaning when used in this California Privacy Policy.

By using the Site, you agree to the practices described in this California Privacy Policy and any updates posted here from time to time. To make sure you stay informed of all changes, you should check this California Privacy Policy periodically. Updates will be referenced by the "Last Modified" date shown above.

1. Definition of Personal Information

As defined in the CCPA, “Personal Information” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

2. Notice of Collection of Personal Information

We may collect and may have collected in the last 12 months the following categories of Personal Information:

Category	Examples
Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.
Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some Personal Information included in this category may overlap with other categories.
Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
Online activity; Internet or other electronic network activity information.	Browsing history, search history, and information regarding a consumer’s interaction with a website, application, or advertisement.
Geolocation data.	Physical location or movements.

Inferences drawn from any of the information.	Profile reflecting a consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.
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Please note that the categories and examples listed above are those defined in the CCPA. This does not mean that all examples of that category of Personal Information were in fact collected about every Site visitor, but reflects our good faith belief to the best of our knowledge that some of that information from the applicable category may be and may have been collected.

We collect the categories of Personal Information listed above from the following categories of sources:

- Directly from you when you provide it to us.
- Indirectly and automatically from your devices. For example, when you visit or interact with the Site.
- Directly from our parents, affiliates, subsidiaries, and other companies under common control and ownership.
- Directly from our clients or their agents. For example, from documents that our clients provide to us related to the services for which they engage us.
- From vendors who provide services to us.
- From other third parties. For example, sponsors or event partners in connection with certain ticketed events, social networking providers, and advertising companies. If you do not want us to collect information from social networks, you should review and adjust your privacy settings on those networks as desired before linking or connecting them to the Site.

3. Use and Disclosure of Personal Information

We may use and disclose the Personal Information as described in our [Privacy Policy], in Sections 2 and 4, respectively, for business and commercial purposes. **Additionally, we may use or disclose and may have used or disclosed in the last 12 months the following categories of Personal Information for business or commercial purposes:**

- Identifiers.
- Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).
- Commercial information.
- Online activity; Internet or other electronic network activity information.
- Geolocation data.
- Inferences drawn from any of the information.

4. Sale of Personal Information

We may sell the Personal Information in connection with certain uses and disclosures as described in our [Privacy Policy] in Sections 2 and 4, respectively. **We may sell and may have sold in the last 12 months the following categories of Personal Information:**

- Identifiers.

- Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).
- Commercial information.
- Online activity; Internet or other electronic network activity information.
- Geolocation data.
- Inferences drawn from any of the information.

As defined in the CCPA, “sell” and “sale” mean selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s Personal Information by the business to a third party for valuable consideration. This means that we may have received some kind of benefit in return for sharing Personal Information, but not necessarily a monetary benefit. Please note that the categories listed above are those defined in the CCPA. This does not mean that all examples of that category of Personal Information were in fact sold, but reflects our good faith belief to the best of our knowledge that some of that information from the applicable category may be and may have been shared for value in return.

5. **Your California Consumer Privacy Rights**

The CCPA provides residents of California with the following rights regarding their Personal Information:

Right to Know About Personal Information Collected or Disclosed

You have the right to request, twice in a 12-month period, that we disclose certain information to you about our collection, use, and disclosure of your Personal Information over the last 12 months. Once we receive and confirm a verifiable consumer request from you, we will disclose to you within the time required by the CCPA, the relevant information.

Right to Request Deletion of Personal Information

You have the right to request that we delete any of your Personal Information that we collected from you and retain, subject to certain exceptions. Once we receive and confirm a verifiable consumer request from you, we will delete (and direct our service providers to delete) your Personal Information from our records within the time required by the CCPA, unless an exception applies.

Right to Opt-Out of the Sale of Personal Information

You have the right to opt-out of the sale of your Personal Information. Once we receive and confirm a verifiable consumer request from you, we will stop selling your Personal Information. Please submit a request through our [Do Not Sell web form](#).

Right to Non-Discrimination for the Exercise of a Consumer’s Privacy Rights

You have the right not to receive discriminatory treatment by us for the exercise of any your CCPA rights. We will not discriminate against you for exercising any of your CCPA rights.

6. **Exercising Your California Privacy Rights**

To exercise any of the rights described above, please submit a request by completing this [form](#).

Verification of Requests

When you submit your request, we will reasonably verify your identity prior to processing your request to access or delete any Personal Information we may hold about you. You must provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative of that person.

We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you.

Making a request does not require you to create an account with us. We will only use Personal Information provided in a request to verify the requestor's identity or authority to make the request.

Making a Request through an Authorized Agent

You may submit a request through an authorized agent. The agent will need to state that they are acting on your behalf when making the request, have proof of the authority to act on your behalf, and be prepared to provide sufficient Personal Information to enable us to identify you in our records.

7. Contact Us

If you have any questions about this California Privacy Policy, please email us at hello@megzany.com or write to us at:

MegZany LLC, 31127 Via Colinas, #804, Westlake Village, CA 91362

Attention: Legal Department; California Privacy Policy Inquiry