

## **Non-refundable cancellation statements**

-> **Non-withdrawal of Purchase & Non-Refundable Provision**

**\* NFT Due to recording transaction history on blockchain network, withdrawals of purchasing and refunds are not permitted.**

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## **MarX Market Place Terms of Service**

These Terms of Use apply to your access and use of the MarX Marketplace("Platform"), which owned and provided by the Metaverse Society Corp.("Company") and the Company's platform supports for the creation and purchase and sale of certain crypto assets.

### **1. PURPOSE**

The purpose of these Terms is to regulate the rights obligations and responsibilities of the Company and its users in using the crypto-related services("Services") provided by the platform operated by the Company.

### **2. DEFINITIONS**

In the Terms :

1. "Platform" is a virtual sales office that supports creation, purchase, and sale of crypto assets through terminal computers that can access information and communications networks. There is a function to sell or purchase crypto assets at your will, and transactions on the Platforms are made solely by the sale and purchase of crypto assets between you, regardless of the company.
2. "User" means any person or entity that accesses or uses our Services.
3. "Wallet" is a METAWALLET, supported by the Company's platform that must be connected to the Platform to participate in purchase, storage, and transaction. Before you raise your own crypto assets or purchase cryptocurrency from other users, you should connect to wallet and submit orders to sell or purchase cryptocurrency, and they will be delivered to that extension to complete the transaction.

### 3. Terms of posting and revision

1. The Company will post the contents of these Terms and Conditions on the web or through the app so that users can easily understand them. The contents of these Terms and Conditions are made available to users through the connection page.
2. The Company may revise the Terms of Use to the extent that it does not violate the relevant laws and regulations if necessary.
3. If the Company revises these Terms and Conditions, the Company will specify the revised content and the exact date of application and notify the Service from 7 days before the applied date to the day before the applied. However, in case of adverse changes to the user, the company will notify the users at 30 days before the applied date.
4. If the User does not express his/her refusal, the Member shall be considered to have agreed to the revised Terms and Conditions even though the Company has made it clear that it will be expressed that it will be expressed if it does not express its will to the user by the day before the date of applied.
5. If the user does not agree to the revised terms and conditions, he/she may cancel the service use agreement by the day before the applied date.

### 4. Interpretation of terms and conditions

1. The Company may have a under separate operating policy for addition.
2. Any interpretation or any other provisions of these Terms and Conditions shall be governed by the Operation Policy, the Instruction for Use, and the relevant laws and regulations.

### 5. Restrictions and obligations

1) You agree that you do not violate any law, contract, intellectual property or other third party rights, and that you are solely responsible for your conduct while accessing in the Services.

1. Provide false or misleading information to the Platform
2. Use or attempt to use other user's account without the permission of other users and the Company
3. Making or listing counterfeit goods

4. Infringing on intellectual property rights such as copyrights by the Company and other users
5. Defaming the honor of the Company and other users or disturbing with the business
6. Using the Service for profit without the company's prior consent
7. Illegal or other unjust acts
8. Disclosing or posting pornographic or violent messages, images, voice, false information, or other information that is against public documents or procedures on the Company's service.
9. Accessing the Services using extracting data or interfering with or modifying the rendering of service pages or features without the Company's prior consent, or causing a load on the Company's servers. Such as agents, script, spider, spyware, toolbars, robots, crawlers, scrapers, browser extensions, offline readers,

2)The user shall comply with relevant laws, terms, terms of use, and matters notified by the Company related with the Platform, and shall not commit any other acts that disturb the company's business.

#### 6. Limitation of liability

1. No content in these Terms violates any legal rights you may have as a consumer of the Services. Some countries, states, and other jurisdictions do not allow the exclusion of certain warranties or limitations of liability set forth in this section, so the terms below may not apply fully to you. Instead, the exclusions and limitations below in these jurisdictions apply only to the extent permitted by the laws of these jurisdictions.
2. The Company provides the Services and all information, content, materials, products and other services provided through the Services in "As it is" and "Available Status", and the Company makes no express or implied statements or warranties of any kind in connection with the operation of the Services, information, content, materials, products or other services contained in or otherwise provided by the Services. Users explicitly agree that your use of the Service is entirely your responsibility. The Company does not warrant that the Service, information, content, materials products or other services provided to you that these services do not contain viruses or other harmful components.
3. The Company facilitates transactions between buyers and sellers, but it is not a

party to the agreement between the buyer and the seller or user of the cryptocurrency. Users have entire responsibility for verifying the identity, legitimacy and authenticity of the assets purchased on the platform. The Company does not make any claims about the identity legitimacy or authenticity of the assets on the platform.

4. To the extent permitted by laws, the Company is not liable for any loss of profits or indirect, incidental punitive, special, or consequential damages incurred by the Service or any third party arising out of the Third Party. In addition, the entire liability arising related with these Terms shall not exceed US\$100. These limitations and exclusions of damages shall apply even if any remedy fails to provide adequate compensation.

#### 7. Copyright Notify

1. The company provides a platform, and is not a trading party. The Company shall not be responsible for any crypto assets, information or transactions registered by the seller.
2. With the following comprehensive informations are never uploaded. You are absolutely responsible for civil laws and criminal laws and will be charged with any deletion and restriction without notice.
  - a. Contents you have not created on your own
  - b. Contents which have plagiarism and potential conflict
  - c. Contents with copyright and property rights owned by others
  - d. Contents that can not prove its property rights due to using exhibits or structures, etc.
  - e. Contents that violate the laws of the Republic of Korea by exposing stimulating and sexual things
3. The copyright of the Platform gives creators the right to display, reproduce, and distribute creative work and provides monetary benefits of creation. Please double check on our content ownership.
4. It is fine to be inspired by an idea, but we can never accept replicating someone else's representation of an idea, and if you think that the copyright of an image on our Platform has been infringed, please report it to us by the following email after collecting all information related to the image.

Email :

## 8.Ownership

1. During the operation of the Service, you may upload to the Platform the cryptographic assets created by you in accordance with these Terms. Except as otherwise stated in these Terms, the user who uploaded the crypto asset is always the owner of that asset, and the Company does not claim ownership of such assets. Other assets are eddy by the following provisions: These Terms apply to all assets you contribute to the Platform.
2. The Company reserves the right to accept or reject assets at all time in its sole discretion.
3. You may upload and sell crypto assets on the Platforms or purchase other users' crypto assets. Each asset is an Non-fungible token(NFT) on the blockchain. Uploading assets and being able to sell them on the platform allows them to retain ownership of all intellectual property rights associated with those assets, but agree to sell a certain number of assets in NFT.
4. If you provide other users with assets that you own, you acknowledge and accept that the assets which you owned may be purchased on the platform. It could be downloaded from third-party applications operated by the Company or from the Web. And the purchase of such assets is subject to these Terms.
5. The Company attempts to allow all assets uploaded to the Platforms to be uploaded and sold by the original creator, but the Company shall not be responsible for any assets uploaded by you that are not original creators if other users violate or create the Company's Terms of Use (including these Terms).
6. If you purchase assets on the Platforms, the creator of the assets holds the copyright to the assets, which means that the assets cannot be used for any commercial purpose. However, users who purchase assets on the Platforms acquire the right to resell those assets.

## 9.Disclaimer

1. The Company shall not be responsible for any loss of any kind resulting from any action taken or taken by relying on the materials or information contained in the Services. While the Company attempts to access and use your Services and Content, we do not state or warrant that there are no viruses or other harmful substances in the Services, content, or

cryptographic assets listed on the Server. We can not guarantee the security of the data you disclose online. You accept the intrinsic security risks of providing information over the Internet and processing it online, and you are not responsible for any security breaches unless it is due to our gross negligence.

2. The Company shall not be liable to you for any losses for any use of crypto assets, including but not limited to losses, damages or claims arising from:
  - a. User errors such as lost passwords, misconfied transactions, or incorrect addresses
  - b. Server failure or data loss
  - c. Corrupted wallet files
  - d. Unauthorized access to applications
  - e. Any unauthorized third-party activity, including the use of viruses, phishing, BRUTEFORCING, or other means of attack on the Services or crypto assets, but not limited to.
3. The Company is not responsible for any vulnerability or failure of any kind, or for any ongoing damage caused by abnormal behavior of the Software (e.g. wallets, smart contracts), blockchain or other functions of crypto assets. The Company is not responsible for any casualties caused by late reporting (or not reporting at all) by the developer or representative for blockchain-related issues that support crypto assets, including forks, technical node issues, or other issues that result in loss of funds.
4. No content in these Terms excludes or limits the party's liability for fraud, death or personal injury resulting from negligence, violation of law or other activities that cannot be limited or excluded by lawful means.
5. Some jurisdictions do not allow the exclusion of implied warranties from contracts with consumers, so the above exclusions may not apply to you.

#### 10. Assumptions of danger

You accept and acknowledge:

1. The price of blockchain assets is very volatile. Price movements in other digital assets can have a real and negative impact on assets, which can also be affected by significant price volatility. The company cannot guarantee that crypto asset buyers will not lose money.
2. It is your sole responsibility to determine the taxes (if any) applicable to your transactions. The Company is not responsible for determining the taxes applicable to user crypto asset

transactions.

3. Our Services do not store, transmit or receive crypto assets. This is because crypto assets exist only by ownership records that are maintained on blockchain which supports crypto assets. All transfers of crypto assets occur within the supported blockchain, not this service.
4. Risks associated with the use of Internet-based currency, including but not limited to the risk of hardware, software, and Internet connectivity, the risk of the introduction of malicious software, and the risk of third parties gaining unauthorized access to information stored in their wallets. You acknowledge that you are not responsible for any communication failures, interruptions, errors, distortions or delays that may occur when the Company uses crypto assets.
5. Lack of use or public interest in the creation and development of distributed ecosystems can negatively impact the development of those ecosystems and applications, as well as specific usefulness or value of crypto assets.
6. The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies can have a significant impact on the development of auction or trading services and the usefulness of crypto assets.
7. The Services rely on third-party platforms such as MetaWallet to perform transactions for the sale, purchase and auction of crypto assets; if we are unable to maintain good relationships with such platform providers, if the terms or prices of those platform providers change, if we are unable to violate or comply with the terms and conditions of such platforms, or if such platforms lose market share or are not favorable or long-term use, we have difficulty accessing and using the Services.
8. Risks associated with purchasing user-generated content include, but are not limited to, counterfeit assets, mis-labeled assets, assets vulnerable to metadata collapse, assets in buggy smart contracts, and assets that may become non-transferable. The Company has the right to hide the collections, contracts, and assets affected by these or other issues. The purchased assets may not be accessible from the Platform. In no event will the Platform be able to view your assets and will not be the basis for any claims against the Company.

#### 11. Modify and terminate a service

1. The Company reserves the right, in its sole discretion, to modify, suspend or suspend transactions and auctions without liability for the Services (or any function or part of the Services) temporarily or permanently.

2. Notwithstanding the terms and conditions contained in these Terms, the Company reserves the right, in its sole discretion, to terminate a user's right to access or use the Services at any time and for no reason without notice, and you are responsible or duty to you in such cases and are not entitled to a refund of any amount you have already paid to the Company.

#### 12. Dispute resolution

1. Any dispute a user may have with the Site shall be the exclusive jurisdiction of the district court that has jurisdiction over the case if the address is not addressed according to the address of the user at the time of the lawsuit. However, if the user's address or place of claim is not clear at the time of the lawsuit, or if the user is a foreign resident, it shall be filed in a court of competent jurisdiction under the Civil Litigation Act.
2. The laws of Korea apply to lawsuits filed between the Site and users,  
These Terms and Conditions will be effective from October 00, 2021.