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Terms of Use

Welcome to Metasites!

By accessing the websites at x.la/city, x.la/suburban, x.la/fantasy, x.la/continental (“Sites”) and using our services and making purchases on the Sites (collectively – “Services”), you enter into an agreement under the terms and conditions listed herein (“Terms”) with us, Metasites, LLC, a Delaware company located at 251 Little Falls Drive, Wilmington, 19808 (“Metasites, LLC”, “Us”, “We”).

You are referred to herein as “you” or “your” and when we use “you” or “your” we are referring to you and any person, party or entity who uses the Sites or any Services. Together, you and Metasites are referred to herein as “Parties”.

In the future, we may change these Terms. If we decide to change these Terms, the effective date will be posted so that you will always know what terms of use apply when you use the Site or Services. These Terms were last updated on 03/17/2023

BY USING THE SITE AND SERVICES, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST DISCONTINUE YOUR ACCESS TO AND USE TO THE SERVICES.

You agree not to gain unauthorized access to the Sites, or any account, computer system or network connected to the Sites or otherwise, for example, through hacking, password mining or any other illicit means.

Any breach of these Terms immediately terminates your right to access and use the Site and Services and all rights and licenses granted to you by these Terms.

These Terms are divided in the following sections governing different aspects of our Services which you may use.

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Please read each section carefully to understand which terms are applicable to the concrete aspects of our relationship with you.

1. Use of the Sites

The Sites are located at x.la/city, x.la/suburban, x.la/fantasy, x.la/continental and are subpages of the x.la website at <https://x.la> ("XLA Site") which is a marketplace providing us with the ability to promote the Services.

Who operates the Site, and who you have a contractual relationship with?

Metasites, LLC is a separate entity from the XLA Site operator. We are merely granted the ability to use one of the subpages of the XLA Site, and we do not provide any services on behalf of the XLA Site owner. With regards to any Services provided on our Site, you have a direct relationship with Us, XLA Site owner is under no obligation before you whatsoever with regards to the Services provided herewith.

2. The Metasites

These Sites are aimed at promotion of "City", "Hotel Continental", "Fantasy" and "Suburban" (collectively – "Metasites"), immersive virtual worlds that allow its users to create their virtual avatar and participate in various digital experiences. You may find the Metasites descriptions on the Sites.

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2.1. Specifications and Claimed Properties

The Metasites are to be released and are not yet accessible. The features and properties of the Metasites claimed on the Sites are subject to further elaboration or revision. **Please see Section 7 of these Terms for the disclaimers of our liability in regards to the Metasites and their production and development.**

2.2. Pre-sale

We provide you with the ability to pre-order certain digital items in the Metasites by purchasing the non-fungible tokens (“Metasites NFTs”) on the Sites. The description of the Metasites NFTs are available on the Sites.

Once the Metasites are released, you will be able to claim the digital items in the Metasites by using the Metasites NFTs.

The Metasites will provide the functionality that will allow you to connect your digital wallet that you store your Metasites NFTs in. Once you connect your digital wallet, the Metasites will recognize the Metasites NFTs in it and will allow you to claim your digital items in the Metasites.

We will notify you of the dates of the Metasites release when you will be able to use your Metasites NFTs to claim the digital items in the Metasites by email that you will provide to us on our Sites, or on the Sites themselves if you decide not to provide us with your email. In the latter case, you shall track the Sites for updates.

Please see the Section 3 for getting more details on the purchase and use of the Metasite NFTs

3. Metasites NFTs and their Purchase

3.1. What are Metasites NFTs?

For the promotion of the Metasites we offer you to purchase the Metasites NFTs from our limited collection. The NFTs provide access to the underlying artwork (“Artwork”) designed specifically for the Metasites NFTs and certain utilities described in Section 3.2.

You may purchase the Metasites NFTs by clicking the “Buy now” links on the Sites. Once you do that you will be redirected to our partner’s site to checkout and get your NFT (see Section 3.3).

3.2. Types of the Metasites NFTs and how they may be used.

The Metasites NFTs are merely utility tokens. They do not provide you with any sort of equity and do not allow you to gain any profits that the Metasites may generate.

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There are four types of Metasites NFTs: “Statues”, “Do Not Disturb Cards”, “Keys” and “Bicycles”. Each type is assigned to a specific Metasite.

The utilities that these Metasites NFTs will give you and the Metasites they can be used in are presented in the table below:

Type of the Metasite NFT	Metasite	Utility
Statues	City	Allow you to receive 100 Blue Orbs, the Metasites virtual currency that can be exchanged to the time spent in the Metasites*.
Do Not Disturb Cards	Hotel Continental	Allow you to access a room in the Hotel Continental Metasite and receive 1 Gold Orb, a virtual currency that can be used to purchase digital items in the Metasites**.
Keys	Fantasy	Allow you to get a custom home in the Fantasy Metasite when you first access it and come through the process of creation of your avatar and are redirected to your personal domain. A personal domain is your personal space, a house or a flat. With the Key, you will have the opportunity to choose one of the proposed custom domain options.
Bicycles	Suburban	Allow you to receive a virtual item in the form of a Bicycle which you may use as transport in the Suburban Metasite.

***Metasites are accessible by the users on condition of payment for the time spent in the Metasites (“Screen Time”). The actual amount of Screen Time you may receive for 1 Blue Orb will be made known after the Metasites release date, and will be described in the Metasites’ interface and documentation.**

****The actual digital items that you may purchase with Gold Orbs will be made known after the Metasites release date, and will be described in the Metasites’ interface documentation.**

3.3. Purchase

Who sells the Metasites NFTs to you?

We engage our partner Xsolla (USA), Inc. (“Xsolla”) to sell you the Metasites NFTs. The sales of the NFTs will be governed by the Xsolla’s legal agreements. Please see the Xsolla’s legal agreements [here](#). Please take note of the NFT Software Terms and Conditions [here](#) specifically.

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In a nutshell, when selecting a specific Metasites NFT you would like to purchase, you will be prompted to the Xsolla's payment interface or other websites, tools or services ("Xsolla Systems") where you may be required to create an account or login in the existing account. Then, you will be able to choose to mint your Metasites NFT to your digital wallet or keep it in the inventory Xsolla may provide to you in a form of a non-NFT item which you will be able to mint into a Metasites NFT later on.

Please take note that according to the Xsolla's NFT Software Terms and Conditions, you can only make a refund for the non-NFT item you have not minted into a Metasites NFT within 14 days after the date of purchase of a Metasites NFT.

Prices

The prices for the Metasites NFTs are set on the Sites and Xsolla's interfaces. Please note that the final amount payable by you for the purchase of a Metasites NFT will be shown in the Xsolla's interfaces and may include certain additional fees, such as gas fees, service fees, taxes and other applicable deductions.

3.4. Secondary Marketplaces and Third-Party Sites

You are permitted to sell, trade, or distribute your Metasites NFTs on any smart contract enabled secondary marketplaces, platforms and exchanges operated by third parties where users can sell, purchase, transfer, list for auction and bid on NFTs ("Secondary Marketplaces"). Note that the Metasites NFTs may not be compatible with all Secondary Marketplaces, and we make no guarantee about the availability or functionality of any Secondary Marketplace.

These Terms only relate to your use of the Sites, and do not relate to any other website or Internet-based services, including Secondary Marketplaces or other websites or browser extensions to which the Services may link ("Third-Party Sites").

We may use third-party services and platforms, including minting services to aid in the creation of NFTs, and MetaMask or similar digital wallet providers to help facilitate NFT transactions. Our website may contain links Third-Party Sites. By using these links, you acknowledge and agree that you are subject to the terms of use and privacy policy provided by the respective Third-Party Site. We are not a party to any such agreements and it is your responsibility to review and investigate the terms of use and privacy policy before engaging in any transactions with third-party entities.

We may only provide these Third-Party Sites as a convenience and does not endorse, approve, monitor, warrant or make any representations regarding these sites, or the products or services offered. By using the links to these Third-Party Sites, you do so at your own risk and are no longer governed by our Terms of Use or policies once you leave our website. While we may inform you that you are leaving our site, we are not obligated to do so.

You acknowledge and agree that we are not a party to any agreement or transaction where you trade on any Secondary Marketplace a Metasites NFT which was initially purchased via

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the Sites. We are not liable for any loss incurred by you in connection with any transaction that takes place on Secondary Marketplaces or on any other third-party sites or services.

Any information on our Sites shall not be construed as establishing any joint venture or commonality between Metasites or you (see [Section 7](#)).

4. Ownership and Intellectual Property

4.1. Intellectual Property in the Sites

All media, web applications, mobile applications, software, materials, design, text, images, photographs, illustrations, animation, audio and video material, content, media files, artwork, graphic material, databases, proprietary information, sound recordings, voices, graphics and visual effects, as well as any accompanying documentation or other written materials, tangible or intangible, and all legally protectable elements of the foregoing, including, without limitation, all derivative works, translations, adaptations or variations of same, regardless of the medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, and all intellectual property rights therein (all of the foregoing, individually and collectively, "Sites Content") that you may encounter on our Sites are in the sole and exclusive ownership of Metasites, LLC or our respective affiliates, licensors or partners.

You are hereby granted a worldwide non-exclusive limited license to view and use the Sites and their Content. You may not reproduce, exhibit, sell or distribute otherwise, scrape or modify any the Sites or any Content you may encounter on the Site. Your use of the Site is limited strictly to viewing the Site and using its functions explicitly made available by Us.

4.2. Ownership and Intellectual Property in Metasites NFTs

The Sites, the Metasites, including any Metasites NFT, or the underlying Artwork or other assets to which the Metasites NFTs may give access, Sites Content, web applications, mobile applications, software, materials, design, text, images, photographs, illustrations, animation, audio and video material, content, media files, artwork, graphic material, databases, proprietary information, sound recordings, voices, graphics and visual effects, as well as any accompanying documentation or other written materials, tangible or intangible, and all legally protectable elements of the foregoing, including, without limitation, all derivative works, translations, adaptations or variations of same, regardless of the medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced pertaining to the Sites or the Metasites and all intellectual property rights therein (all of the foregoing, individually and collectively, the "Metasites Content"), are the property of Metasites, LLC and/or where applicable, its licensors or suppliers. You are hereby granted a limited license (without the right to sublicense) to access and use the Content solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Nothing in these Terms shall be interpreted as granting any license of intellectual property rights to you other than as explicitly set forth in these Terms.

Your purchase of a Metasites NFT means you have ownership rights in a Metasites NFT, including the right to store, sell and transfer your NFT. However, you acknowledge and agree

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that your purchase of the Metasites NFTs does not provide any rights, express or implied, in (including, without limitation, any copyrights or other intellectual property rights in or to) the Metasites Content or Artwork associated with the NFT other than a limited license to use, copy, view, and display such Metasites Content or Artwork, and a limited license to view and display any associated Metasites Content or Artwork, for your own personal, non-commercial use and in connection with a proposed sale or transfer of the Metasites NFTs. For the avoidance of doubt, you do not have the right to distribute, or otherwise commercialize any Artwork or Metasites Content, including without our explicit prior written authorization. This means, for example, that you cannot post any Artwork or Metasites Content on any platform or service where it will be accessible by others. Your rights and interest in your Metasites NFT, its associated Artwork, and any Metasites Content provided by these Terms will immediately terminate upon any subsequent sale, transfer, dispossession, burning, or other relinquishment of your Metasites NFT.

Any use of the Artwork or the Metasites Content other than as expressly authorized herein, without the prior explicit written permission of Metasites, is strictly prohibited and shall immediately terminate your right to access and use the Services and all rights and licenses granted to you by these Terms. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes.

The trademarks, service marks, trade names and logos, including Metasites, and any third-party marks used and displayed through the Sites are trademarks of Metasites, its licensors, affiliates or sponsors, and may not be used by you other than to describe your Metasites NFT.

The animations, music, page headers, custom graphics, button icons, style sheets and scripts that contribute to the “look and feel” of the Services are service marks, trademarks and/or trade dress of Metasites and may not be copied, imitated or used, in whole or in part, in connection with any product or service that is not expressly authorized by Metasites in writing, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits Metasites.

You may choose to submit comments, bug reports, ideas or other feedback about the Services, including, without limitation, about how to improve the Services through the email address provided at the end of these Terms (collectively, “Feedback”). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

You agree not to circumvent, disable or otherwise interfere with security-related features of the Services that prevent or restrict use or copying of any Metasites Content or enforce limitations on use of the Services, the Artwork or the Metasites Content. By accessing our Sites or Metasites, you agree not to use any data mining, robots, scraping or similar data gathering or extraction methods.

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4.3. Intellectual Property Rights infringement

All trademarks, product names, and logos not belonging to Metasites, LLC that appear on the Sites are the property of their respective owners and cannot be copied, imitated, or used without permission from the trademark holder. If you believe that any third-party content hosted by us infringes on your copyright or trademark rights, you can file a notice of infringement by contacting Metasites, LLC Copyright Agent at support@x.la. In your notice, please include the following information:

- A physical or electronic signature from someone authorized to act on behalf of the copyright owner;
- A description of the copyrighted work that you believe has been infringed;
- The location on the Sites of the infringing material;
- Your contact information, including your address, phone number, and email address;
- A statement that you have a good faith belief that the use of the disputed content is not authorized by the copyright owner or the law;
- A statement under penalty of perjury that the information in your notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf.

We take copyright infringement seriously and may suspend or terminate the account of repeat offenders. Generally, an account will be terminated if it receives three valid infringement notices. However, the outcome may vary based on relevant circumstances.

5. Restrictions on Use of Metasites Content

You agree that you may not, nor permit any third party to do or attempt to do any of the foregoing without our (or, as applicable, our licensors') express prior written consent in each case:

- modify any Metasites Content in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes;
- use any Metasites Content to advertise, market, or sell any third-party product or service;
- use any Metasites Content in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
- use any Metasites Content in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in these Terms or solely for your own personal, non-commercial use;
- sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of any Metasites Content;
- attempt to trademark, copyright, or otherwise acquire intellectual property rights in or to any Metasites Content; or
- otherwise utilize any Metasites Content for your or any third party's commercial benefit.

6. Acknowledgments and Assumptions of Risk

- a. You acknowledge and agree that there are risks associated with purchasing, holding, and using your Metasites NFT. By purchasing, holding and using a Metasites NFT, you expressly acknowledge and assume all risks including, but not limited to: forgotten

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passwords; inability to access or use your digital wallet for any reason; mistyped addresses or improperly constructed instructions when transmitting or receiving Metasites NFTs or any cryptocurrency; errors in the smart contract that mints Metasites NFTs; errors in the Metasites NFTs; errors in our Services; inability to access or transfer a Metasites NFT; inability to use, access, copy, or display the Metasites or any Metasites Content; blockchain malfunctions or other technical errors; server failure or data loss; telecommunications failures; unfavorable regulatory determinations or actions (including with respect to NFTs or cryptocurrencies); taxation of NFTs or cryptocurrencies; uninsured losses; unanticipated risks; volatility risks in the value of Metasites NFTs and cryptocurrencies; unauthorized access to applications; unauthorized third-party activities, including, without limitation, the introduction of viruses or other malicious code; and the use of phishing, sybil attacks, 51% attacks, bruteforcing, changes to the protocol rules of the Ethereum blockchain (i.e., "forks"), or other means of attack that affect, in any way, the Metasites NFTs or the Metasites Content. If you have any questions regarding these risks, please contact us at the email address provided at the end of these Terms.

- b. You acknowledge that you have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of, blockchain technology, NFTs, digital assets, digital wallets, and cryptocurrencies to understand these Terms and to understand the risks and implications of purchasing an Metasites NFT.
- c. You acknowledge that we do not provide any application or other service to receive, access, view, or display your Metasites NFTs or any Metasites Content, and do not guarantee you will be able to do so. It is your responsibility to procure a digital wallet or other means to allow for you to access or view your Metasites NFTs and the Metasites Content, and to store the requisite private key(s) or other credentials necessary to access your digital wallet or other technologies. You acknowledge that the risk of acquiring an Metasites NFT from us; holding and using the Metasites NFT; and transferring your Metasites NFT to others rests entirely with you. If your private key(s) or other access credentials are lost, you may lose access to your Metasites NFT. We are not responsible for any such losses, including, but not limited to, losses arising from third-party service providers.
- d. You acknowledge and represent that there is substantial uncertainty as to the characterization of NFTs and other digital assets under applicable law. You acknowledge that your purchase of an Metasites NFT complies with applicable laws and regulation in your jurisdiction.
- e. We are not responsible if your Metasites NFTs or any Metasites Content becomes inaccessible to you for any reason, or for any modifications or changes to your Metasites or any Metasites Content including any deletion, removal, or inaccessibility on our Sites or otherwise. You acknowledge that the Artwork graphical image can be copied and distributed and that we cannot guarantee that additional copies of the Artwork associated with your Metasites NFT will not be created by others. You also acknowledge and agree that we or any third party on our behalf could make additional copies of, and distribute,

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the Artwork associated with your Metasites NFT, and could sell or otherwise assign the copyright or other intellectual property rights or economic rights in such Artwork.

- f. You also acknowledge and agree that:
 - i. Each Metasites NFT has no inherent or intrinsic value. We cannot guarantee that any purchasers of Metasites NFTs will retain their original value, as their value is inherently subjective and factors occurring outside of the Sites may materially impact the value and desirability of any particular Metasites NFT.
 - ii. Our Sites do not store, send, or receive Metasites NFTs. Your Metasites NFTs exist only by virtue of the ownership record maintained on the Ethereum blockchain. Any transfer of Metasites NFTs occurs within the Ethereum blockchain and not on the Sites.
 - iii. There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your digital wallet.
 - iv. The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Services, and therefore the potential utility or value of your Metasites NFTs.
 - v. Upgrades to the Ethereum blockchain, a hard fork in the Ethereum blockchain, or a change in how transactions are confirmed on the Ethereum blockchain may have unintended, adverse effects on all blockchains using the Ethereum blockchain's NFT standard, including the Services.
 - vi. The value of blockchain assets, including NFTs, can be highly unstable and may experience significant fluctuations in price.
 - vii. Changes in the price of other digital assets could impact NFTs in a negative manner and cause them to also have large price swings.
 - viii. Laws and regulations at the national, state, or international level may have an adverse effect on the use, transfer, exchange, and value of NFTs.
 - ix. NFTs are not considered legal currency and are not backed by the government.
 - x. NFT transactions cannot be reversed, meaning that losses from fraudulent or accidental transactions may not be recoverable.
 - xi. The recording of NFT transactions on a public ledger may occur at a different time than when the transaction was initiated by you.

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- xii. The value of NFTs depends on the continued willingness of market participants to exchange fiat currency or digital assets for them, which could lead to the permanent and total loss of value for a specific NFT if the market for it disappears.
- xiii. The nature of NFTs increases the risk of fraud and cyber-attacks, and technological difficulties experienced by Metasites, LLC or Xsolla may prevent access to your digital assets.
- xiv. Changes to third-party sites mentioned in Section 12 may negatively impact your access and use of the site.
- xv. Please note that you are solely responsible for evaluating the risks of NFTs and other digital assets, and Metasites, LLC does not provide investment advice or recommendations. You use the Services at your own risk and understand that it will not be held responsible for any communication failures, disruptions, errors, distortions, or delays that may occur when using NFTs. This statement is not a complete disclosure of all the risks associated with NFTs and other digital assets.

7. Disclaimers. Limitation of Liability

In addition to the disclaimers above We further make the following disclaimers and state the following limitations of liability:

- a. **NO SECURITY, JOINT VENTURE OR COMMONALITY.** THE PURCHASE OF THE METASITES NFTs DOES NOT PROVIDE YOU WITH ANY TYPE OF SECURITY IN OUR BUSINESS, SHARE OF PROFITS WITH REGARDS TO THE METASITES; THE METASITES NFTs DO NOT IMPLY PERTICIPATION IN ANY JOINT VENTURE WITH US OR ANY THIRD PARTY, NEITHER DOES IT IMPLY ANY COMMONALITY BETWEEN US AND YOU; WE ARE NOT AND WILL NOT PROVIDE OF FACILITATE ANY SECONDARY MARKET FOR THE METASITES NFTs, NEITHER WILL WE IN ANY WAY INFLUENCE THE PRICE OR VALUE OF THE METASITES NFTs OTHER THAN SETTING THE INITIAL PURCHASE PRICE FOR THEM.
- b. METASITES, LLC MAKES NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED, ORAL OR WRITTEN THAT THE CLAIMED UTILITY WILL BE DELIVERED TO YOU; THAT THE METASITES WILL BE RELEASED OR PROVIDE YOU WITH ANY FUNCTIONALITY; THAT THE METASITES NFTs WILL ALLOW YOU TO USE THE METASITES UNCONDITIONALLY; THAT THE METASITES NFTs WILL GIVE YOU ACCESS TO ANY ITEMS OR GOODS IN THE METASITES PROVIDED BY US OR OUR AFFILIATES OR PARTNERS; THAT METASITES NFTs ENTITLE YOU TO ANY BENEFITS FROM US OR ANY WHIRD PARTY.
- c. METASITES, LLC MAKES NO WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE METASITES NFTs, THE METASITES CONTENT, OR THE SITES OR METASITES, INCLUDING ANY WARRANTIES WITH RESPECT TO TITLE, NON-INFRINGEMENT, TECHNICAL OPERATION OR PERFORMANCE, DESCRIPTION, QUALITY, CONDITION, ATTRIBUTION, AUTHENTICITY, SCARCITY, IMPORTANCE, MEDIUM, PROVENANCE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR

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A PARTICULAR PURPOSE, EACH OF WHICH IS SPECIFICALLY DISCLAIMED. EACH METASITES NFT AND METASITES CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. EXCEPT AS IS REQUIRED BY LOCAL LAW, ANY WARRANTY OF ANY KIND IS EXCLUDED BY THIS SECTION 7(c).

- d. We are not responsible to you for any reason (whether for breaching these Terms or any other matter relating to your purchase of any Metasites NFT) other than as expressly set out in these Terms.
- e. We are not responsible for your relationship with Xsolla, or the purchases you make via the Xsolla's Services. On our end, we may only provide you with the means to use your Metasites NFTs to access the utilities described in Section 3.2.
- f. Neither we nor you will be responsible for any failure to meet any obligation which we or you have under these Terms which is caused by circumstances beyond our or your reasonable control. This includes, but is not limited to fire, flood, natural disasters, armed conflict, terrorist attack, labor matters, pandemic, technology or telecommunications failures, cyberattacks, or any unauthorized third-party activities.
- g. We will not be responsible or liable to you or any other party for errors or failures to execute any purchase of your Metasites NFT, including, without limitation, errors or failures caused by: (i) your failure to follow our instructions; (ii) any loss of connection to our Sites or Metasites unless caused by our gross negligence; (iii) a failure of any software or device used by you to purchase your Metasites NFT; or (iv) for any other failure to execute your Metasites NFT purchase or for errors or omissions in connection with this activity unless caused by our gross negligence.
- h. You are solely responsible for complying with all import and export laws and regulations and all applicable laws of any jurisdiction inside and outside of the United States from which you may access the Sites or the Metasites

8. Release

To the maximum extent permitted by applicable law, you hereby release and waive all claims against Metasites, LLC and its affiliates, licensors, suppliers and sponsors, and each of their respective directors, officers, agents, contractors, partners, advisors, employees, licensors, content creators, voiceover talent, and suppliers from any and all liability for claims, damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising out of or in any way connected with your use of the Services or purchase of an Metasites NFT.

To the extent that you do have any claims against Metasites, LLC, you agree that: (1) any and all disputes, claims and causes of action against Metasites, LLC arising out of or connected with your use of the Sites or Metasites shall be resolved individually, without resort to any form of class action; and (2) any and all claims, judgments and awards shall be limited to actual damages and out-of-pocket costs incurred, but shall in no event include attorneys' fees.

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9. Indemnification

You agree to indemnify and hold Metasites, LLC, its affiliates, licensors, suppliers and sponsors, and each of their directors, officers, employees and agents harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of your breach of these terms; your violation of laws, rules or regulations; your violation of any intellectual property right or other rights of another party; or your misuse of the Services. The foregoing defense and indemnification obligation will survive these Terms and your use of the Services or purchase of an Metasites NFT. You acknowledge and agree that Metasites, LLC may, at its option, control the defense or settlement of any such claims.

10. Termination

We reserve the right, in our sole and exclusive discretion, to refuse, suspend, restrict or terminate your access to the Services, or any portion thereof, without notice and for any reason or no reason. You acknowledge that we have the right, but not the obligation, to suspend or terminate your access to all or part of the Services: at the request of law enforcement or other government agencies; if the Services are discontinued or materially modified; upon the occurrence of any technical or security issues or problems; if you engage in any conduct that we believe, in our sole and exclusive discretion, violates any provision of these Terms or other incorporated agreements or guidelines or violates the rights of Metasites or third parties; or upon any breach by you of these Terms.

11. Disputes; Governing Law; Choice of Forum

YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein. The number of arbitrators shall be one who shall be selected by Metasites, LLC. The seat, or legal place, of arbitration shall be Los Angeles, California. The language to be used in the arbitral proceedings shall be English. The governing law of the Terms shall be the substantive laws of the State of California. A printed version of these Terms and of any notice given in electronic form shall be admissible in arbitral proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The arbitration award shall be final and binding on the Parties. The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and Metasites, LLC shall be responsible for their respective attorneys' fees and expenses.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Sites or Metasites or these Terms must be filed within one (1) year after such claim or cause of action arose or will be forever barred.

Last update: 03/17/2023

12. Miscellaneous

Severability

If any provision of these Terms is found to be invalid, unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Entire Agreement

These Terms, Privacy Policy and Refund Policy represent the entire agreement between you and Metasites, LLC relating to your right to access and use the Sites or Metasites, and supersede any and all prior or written or oral agreements between you and Metasites, LLC with respect to such subject matter.

Waiver

No waiver by Metasites of any breach or default by you under these Terms shall be deemed to be a waiver of any preceding or subsequent breach or default. Any waiver by Metasites must be in writing signed by Metasites.

Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Metasites, LLC. 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. No provision of these Terms provides any person or entity not a party to these Terms with any remedy, claim, liability, reimbursement or cause of action, or creates any other third-party beneficiary rights.

Changes to these Terms

These Terms may be revised or updated from time to time. Each version applies from the date specified in its header. You are responsible for checking for updates on our Sites, and by continuing to use our Services agree with the updated or revised version of these Terms.

Thank you for using our Services. If you have any questions regarding these Terms, the Sites or the Services, please contact us by email at support@x.la.