



## TERMS OF USE FOR OurWorld Meta METAVERSE

These Terms of Use for OurWorld Meta Metaverse (“Terms”) govern the use of the OurWorld Meta virtual environment (“Service”) as provided by OurWorld Meta (“we”, “us”, “our”) to the customer hereby taking the Services to use (“you”, “your”).

By accessing or using the Platform, you signify that you have read, understood, and agree to be bound by these Terms of Use (“TOU” or “Terms”). Your use of is also subject to our [Platform Privacy Policy](#), which covers how we collect, use, share, and store your personal information, as well as any additional policies and terms provided by OurWorld Meta. In addition to these Terms of Use, OurWorld Meta may provide you with additional policies and terms that are tailored to how our Platform is used.

We reserve the right to amend these terms at any time and without notice.

Certain features of the Services may be subject to additional guidelines, terms, or rules (“Supplemental Terms”), which will be displayed in connection with such features. These Terms and all such Supplemental Terms, which are incorporated by reference, are collectively referred to as the “Agreement.” If these Terms are inconsistent with any Supplemental Terms, the Supplemental Terms shall control solely with respect to such services.

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS, SO PLEASE READ CAREFULLY. **BY CLICKING ON ANY “I ACCEPT” BUTTON**, PURCHASING OR OFFERING TO PURCHASE ANY DIGITAL ASSETS OR SERVICES MADE AVAILABLE BY OurWorld Meta THROUGH THE SERVICE, AND/OR OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL OF THE TERMS INCORPORATED HEREIN.

If you do not agree to this Agreement, you may not access or use the Service or purchase any land within the metaverse.

**Please refer to our [Privacy Policy](#) for information about how we collect, use and share personal information about you. By submitting data through the Service, you expressly consent to the collection, use and disclosure of your personal data in accordance with the Privacy Policy**

### Definitions

**Agreement**” The term “Agreement” refers to the understanding that you and OurWorld Meta have regarding your access to and use of the Service, which includes these Terms as well as any other service-related policies that OurWorld Meta may have informed you of.

**Account** means a registered account on the Website;

**Affiliate** means a third party with whom we have entered into an agreement to assist our provision of the Website or our Services, and to or from which you hereby instruct us to obtain or send data, including payment instructions;



**Agreement** The term "Agreement" refers to the understanding that you and OurWorld Meta have regarding your access to and use of the Service, which includes these Terms as well as any other service-related policies that OurWorld Meta may have informed you of.

**Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, however arising whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this agreement and where and to the extent the context permits, includes all associated Loss;

**Credits** are the in-world currency for OurWorld Meta and have no notional value but for convenience are assumed in-game to be equivalent on a 1:1 basis to a US Dollar. OurWorld Meta provides no representation or warranty that Credits are equivalent to USD or have any particular value;

**Digital Asset** means a digital asset offered for sale on the Website including "Virtual Land", being a Hexi on the virtual map displayed by OurWorld Meta on the Website which can be purchased and sold and "Credits" representing in-world credits;

**Digital Asset Terms** means these terms in Annex A;

**OurWorld Meta**, we, us and our and similar terms are a reference to OurWorld Meta Media Ltd IE4076729UH and our related entities;

**Fee** means the transaction fee charged by OurWorld Meta on any transaction that takes place on its Website as notified to Users from time to time; and

**Loss** includes and loss, damage, cost, charge, liability or expense (including legal costs and expenses);

**Non-Cooperative Jurisdiction** means any country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organisation, such as the Financial Action Task Force;

**OFAC** means the United States Office of Foreign Assets Control, or such other entity which maintains the lists of OFAC prohibited countries, territories, persons and entities;

**Payment Account** means the account linked to each User's profile and the account which will make and receive payments which may include a third party payment provider;

**Personnel** means any employee, contractor, subcontractor, agent, partner, shareholder, ultimate beneficial owner, director or officer of a party.

**Platform** The term "Platform" relates to Our World metaverse.

**Price** means the amount of credits for a Digital Asset listed on the Website;

**Trade** means the purchase or sale of Digital Assets between a User and OurWorld Meta;

**Virtual Land** means the Digital Asset identified as "Virtual Land" on the Website;

**'User' or 'you'** means any individual accessing the website whether that individual has an account or not and whether that individual engages any of the services or not;



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## **Our Service**

1. **User Guarantees and Representations** To use the Service, you must be at least eighteen (18) years old or, as determined by your jurisdiction, legally able to enter into a binding contract. By using the Service, whether to view or buy land or in any other way, you consent to the following terms: (i) providing true, current, and complete information about yourself as requested; (ii) maintaining and promptly updating such information as necessary; (iii) maintaining the security of your transactions and accepting all risks of unauthorised access to your transactions and the information you provide to us; and (iv) notifying us right away if you discover any changes to the service
2. You acknowledge and agree that, by accessing and/or using any part of the Platform or Platform Functionality/Services, you are entering into a legally binding agreement/contract with OurWorld Meta

## **Provision of Services**

- **Your Rights and Obligations**

1. Subject to the entirety of these Terms of Use OurWorld Meta grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access/use the Platform and Platform Functionality/Services.
2. You shall not attempt any access to/use of any part of the Platform or Platform Functionality/Services beyond that/those clearly and unequivocally authorised and intended by OurWorld Meta.
3. You shall not permit or otherwise enable any other person or entity to use your username or password in order to access/use any part of the Platform or Platform Functionality/Services, or for any other purpose.
4. You must use the Service in accordance with the Agreement and all relevant laws and regulations. Access to the Service may be suspended or denied as a result of your misuse of it.
5. As User you are responsible for all of your activities concerning the Service, including systems, software, and network connections that you may use to access and use the Service.
6. You agree that we may access, store and use any information that you provide in accordance with the terms of the Privacy Policy and your choices (including settings)
7. Under no circumstances are you allowed to:
  - i. sublicense, lease, or redistribute your access to the Service to a third party;
  - ii. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Platform or any related technology



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- iii. attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Platform;
- iv. use the service to develop a product that is substantially similar to it
- v. engage in any behaviours that would harm, disable, disrupt, overburden, or impair the Service or its underlying services or systems.
- vi. try to alter, distort, or manipulate the service or the systems or services that underlie it;
- vii. Provide inaccurate or false information
- viii. Create a false identity, impersonate another person or otherwise misrepresenting who you are or your affiliation with a person or entity
- ix. Create a User profile for anyone other than yourself
- x. Use or attempt to use another's account;
- xi. act in an unlawful or unprofessional manner in connection with the Platform, including being dishonest, abusive or discriminatory
- xii. transmit any malware, viruses, or other computer code that could harm the Service or the underlying services or systems that it relies on.
- xiii. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission
- xiv. Remove any copyright, trademark or other proprietary rights notices contained in or on the Platform
- xv. Solicit contact information or other personal information from Users you don't know, without authorisation

## **OurWorld Meta's Rights and Obligations**

1. In the event of an emergency, failure, suspected failure, or a security breach, without limiting any other of our rights hereunder, we may interrupt or suspend your access to the Service, or otherwise limit the availability of the Service to remedy the concerned failure, breach or other emergency.
2. In all other cases that are not covered, should we elect to modify or suspend the Service due to a planned change or maintenance, we shall inform you of such change using commercially reasonable efforts to do so.
3. We retain the right to make any changes to these Terms as well as other applicable policies and rules. If any such changes result in material changes to these Terms, we



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will inform you on the changes, their effect, and our reason for changing the Terms in advance.

4. Further, we have the right to suspend, restrict and revoke your access to the Service if we deem that you have violated any of your obligations or additional policies governing the use of the Service.
5. We have the right to provide the Service as we see fit and use subcontractors in providing it. We reserve the right to make changes to the Service, its content, and underlying technology.
6. OurWorld Meta will assign/provide to you, for your use only, a username and password and/or other log-in credentials through the use of which you will be able to access/use certain parts of the Platform and Platform Functionality/Services
7. We have the right to permanently shut down the Service in the event that the Service has been inactive (i.e. less than 300 active user minutes per day in the aggregate) for a period of 45 days. Upon such decision we will inform all users of the Service in reasonable time before the decision takes effect.
8. We are not responsible for any user-generated content posted on, or available through, the Website. We are entitled to monitor and moderate any user-generated content however we are not required to do so at all, or at any particular frequency or in any particular manner. We will not enter into discussion about the basis of any moderation decisions, which we make on a final basis in our sole discretion.
9. We may elect to compulsorily acquire Virtual Land from you without notice (for the same price as you first paid for that Virtual Land) if we reasonably consider that you have breached these terms. Payment of that amount is your sole and exclusive remedy in respect of our election to acquire that Virtual Land and is reasonably designed to protect our legitimate interests in operating OurWorld Meta.

## **OurWorld Meta Use/Disclosure of Platform/Platform Functionality/Services Access/Usage Information; Platform/Platform Functionality/Services Monitoring**

1. OurWorld Meta and/or persons/entities acting on OurWorld Meta behalf may collect statistical and/or other data/information related to your access to and/or use of the Platform or Platform Functionality/Services ("**Usage Data**") consistent with the privacy disclosures/notices within the [Platform Privacy Policy](#) and these Terms of Use.
2. Without limiting our use of data/information in accordance with the Platform Privacy Policy, you expressly and specifically acknowledge and agree that OurWorld Meta may utilise and disclose all fully anonymised Usage Data (whether received in de-identified form or so rendered by OurWorld Meta) regarding the Platform or Platform Functionality/Services for any purposes in connection with our business, including, but not limited to, product development, benchmarking, operations, marketing and research and analytical purposes.



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3. As between you and OurWorld Meta, OurWorld Meta shall own all intellectual property rights in anything created by OurWorld Meta utilising Usage Data. In addition, OurWorld Meta reserves the right to otherwise monitor the Platform and Platform Functionality/Services to facilitate operation of the Platform and Platform Functionality/Services, to help resolve service requests, to detect and address threats to the functionality, security, integrity and availability of the Platform and/or Platform Functionality/Services, as well as any content, data or applications on or related to the Platform and/or Platform Functionality/Services, to validate your compliance with these Terms of Use, and to detect and address illegal or improper acts or misuse.

4. You agree that our monitoring of the Platform and/or Platform Functionality/Services (including your usage) does not impose any obligation or responsibility on OurWorld Meta to monitor your or any third party's usage of the Platform and/or Platform Functionality/Services, or otherwise.

5. OurWorld Meta may from time-to-time change or discontinue any or all aspects or features of the Service, including by (i) altering the smart contracts which are included in the blockchain platform pursuant to upgrades, forks, security incident responses or chain migrations, or (ii) deactivating or deleting Content that OurWorld Meta in its sole discretion determines has been abandoned. In such events, you may no longer be able to access, interact with or read the data from the Service.

## **Investigations**

1. OurWorld Meta reserves the right, but is under no obligation, to look into any alleged violations of this Agreement by you that come to its attention.

2. OurWorld Meta reserves the right, but is under no obligation, to refer the case to and work with any and all relevant legal authorities if the investigation reveals that criminal behaviour may have taken place.

3. Any information or materials on or in the Service, including any User Content, in OurWorld Meta's possession in connection with your use of the Service may be disclosed, except to the extent prohibited by applicable law, in order to: (i) satisfy any applicable laws, legal process or governmental request; (ii) enforce this Agreement; (iii) address any claims that any User Content violates the rights of third parties; and (iv) provide for your requests for customer service.

## **Prices and Payment**

1. Parties may agree separately to the provision of additional development, visitor access and other services relating to the Service. The prices and terms for these additional services shall be agreed separately in line with OurWorld Meta's terms and policies on additional services.



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2. In the event of termination of the Agreement, you shall not be entitled to a refund on any of the fees which you may have paid during your use of the Service.
3. Any payment commitments you make are legally binding at the moment of purchase, and all prices and payment terms or other Services are as stated at the point of sale or elsewhere on the Service.

## Land and Development

1. A key aspect of the OurWorld Meta Meta platform will be the ability for registered users to buy and sell land tiles (Virtual Land).
2. To be eligible to buy and sell Virtual Land, you must first register as a user of the Website as set out in Part B above.
3. Each tile of Virtual Land will be a virtual equivalent to a real-world measurement of approximately 300sqm, although they may not all be of exactly identical size. The size and positioning of the Virtual Land is established and controlled by us at our sole discretion.
4. The first-sale of each tile of Virtual Land will be based on a value that we assign to it in USD. Future sales between registered users will be struck at a price agreed between those users.
5. All subsequent sales of Virtual Land between registered users must be conducted through the marketplace that we provide on the Website for that purpose (Marketplace). We do not promise that the Marketplace will be always available, or that there will be an uninterrupted connection between the Marketplace and any Payment Account.
6. Sales of Virtual Land will be conducted in credits on the Website that are equivalent to USD. It is each user's responsibility to ensure they have sufficient credits to perform any transaction. Transactions made using credits are ultimately settled through payments of USD amounts equivalent to the Website credits, between Payment Accounts, credit cards, or any other method that we accept from time to time (for instance, we may in the future expand to accept payment in one or more crypto-currencies)
7. Each registered user must maintain a valid Payment Account, linked and valid credit card (or other approved method from time to time) through which payments for Website credit-based transactions can be made, and must ensure the details of that account are kept up to date within the Website.
8. If the registered user who holds the rights in any Virtual Land (Seller) wishes to sell that Virtual Land, it can place the land for sale on the Marketplace. Other registered users can bid on that Virtual Land, and the successful buyer (as determined by the Seller) will become eligible to take ownership of the Virtual Land (Buyer), subject to



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paying the agreed price to the Seller for the relevant Virtual Land, and payment to us of the relevant transaction fee (which is listed in the Marketplace) (Transaction Fee).

9. For the avoidance of doubt, the sale of land does not grant holders of that land any intellectual property rights in the lands themselves, unless otherwise expressly agreed in writing.
10. When you purchase land in the above manner, you hereby represent and warrant, to and for the benefit of OurWorld Meta, its affiliates, and their respective representatives, as follows: Authority. You have all the requisite capacity, power and authority to enter into and perform your obligations under this Agreement, including to sell or buy land as applicable.
11. The Buyer must pay the agreed price for the relevant Virtual Land in USD (or other method that we accept from time to time), together with our Transaction Fee. Ownership in the Virtual Land will pass on confirmation to our satisfaction of successful and complete payment of the agreed sale price and our Transaction Fee. If payment is not successfully received, then the sale will not proceed.
12. No fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to any purchase.
13. OurWorld Meta may add or remove any payment processing services. There can be additional terms or conditions associated with these services. OurWorld Meta has the right to stop accepting any particular cryptocurrency at any time for use as a payment option. You consent to paying all fees due to OurWorld Meta without deduction for any withholding taxes and in full.

## **Nature of Rights in Virtual Land**

1. The value of Virtual Land that is not yet assigned to 'ownership' by any particular user is set by us at our discretion, including by the use of algorithms that respond to various factors including the apparent supply and demand and desirability of particular lots.
2. There is no inherent value in any Virtual Land and the value in particular blocks of Virtual Land, and in the Virtual Land generally, may fluctuate in value from time to time by various factors including user demand and user developed features will determine land values.
3. Your rights in any Virtual Land are not 'ownership' and are conferred by contract only for the purposes of transacting within the Website as a registered user. Those rights are expressly subject to all of the terms that apply to use of the Metaverse Platform and require you to remain a registered user of the Platform.
4. We reserve the right in the future to convert your holding of Virtual Land (or any equivalent credits held in the OurWorld Meta Meta platform) to an equivalent value





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of a cryptocurrency that we may create in the future. Any conversion would be conducted at a valuation reasonably determined by us.

5. Rights in Virtual Land are not assignable from your account to any other account (other than by 'sale' as contemplated by these terms). If your account is cancelled in accordance with these terms, or you cancel your use of the website for any reason, you forfeit any Virtual Land assigned to your account and we are not liable to you in any way (including without limitation for the payment of any amount in respect of the relevant Virtual Land). Any Virtual Land so forfeited returns to ownership by us and will be made available for sale to other users at the price determined by us.
6. If we have converted Virtual Land holdings to a separate crypto currency (as permitted by these terms), then you will maintain your rights to that crypto currency separately from your registration to the Website, in accordance with the terms that govern that crypto currency. Those rights will not be automatically extinguished if your account is cancelled.

## Fund Transactions

7. To deposit or withdraw funds you must provide us with current, complete and accurate information. Such information may include, without limitation, details such as your full name, country of origin and e-mail address, copies of identification as well as Your home address, telephone number and Your bank account and/or credit/debit card information ("Personal Information"). The protection of all of Your Personal Information is regulated by our **privacy policy**.
8. You agree that You are responsible to update any of Your Personal Information, whenever needed, so that our records are always correct. We reserve the right to terminate Your OurWorld Meta account and/or to refuse a deposit or a withdrawal if You provide false, incomplete or misleading personal information.
9. You acknowledge that We may refuse, halt or reverse a withdrawal, and/or ask You to verify Your identity as condition to withdrawal if:
  - i. We are unable to verify or authenticate any or some of the Self-Registered Information You provide; or
  - ii. You did not provide Us with the full and comprehensive information needed to complete a withdrawal; or
  - iii. We are obliged by law or regulations to do so; or
  - iv. It is suspected that the withdrawal may involve fraudulent and/or other unlawful activity.

## GST

### (a) Definitions



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Any terms capitalised in this clause and not already defined above have the same meaning given to those terms in A New Tax System (Value-Added Tax Consolidation Act 2010).

(b) GST Exclusive

The consideration for a supply of Virtual Land does not include GST.

(c) Taxable Supply

14. Transactions involving Virtual Land may be a Taxable Supply and subject to GST. If a supply involving Virtual Land is a Taxable Supply, then:

15. the Recipient must pay the Supplier the amount equal to the total GST for the supply in addition to the consideration otherwise payable for the supply; and the Supplier must give the Recipient a Tax Invoice for the Supply.

(d) Warranty that Tax Invoice is issued regarding a Taxable Supply

1. Where a Tax Invoice is given by the Supplier, the Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax Invoice) to the Irish Revenue Commissioners.

(e) Later GST change

1. For clarity, the GST payable under subclause (c) is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

(f) Reimbursement or indemnity

1. If either party has the right under this document to be reimbursed or indemnified by another party for a cost incurred in connection with this document, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative user, Joint Venture Operator or other similar person entitled to the Input Tax Credit (if any).

(g) Progressive or Periodic Supplies



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1. Where a Supply made under or in connection with this document is a Progressive or Periodic Supply, subclause (c) applies to each component of the Progressive or Periodic Supply as if it were a separate Supply.

## Privacy and Data Protection

- b. We process your personal data in line with the General Data Protection Regulation of the European Union (“GDPR”) and any other applicable national regulations.
- c. OurWorld Meta acts as a data controller with the meaning given under the General Data Protection Regulations (Regulation (EU) 2016/679 (the ‘GDPR’)).
- d. You shall familiarise yourself with the information on the processing of personal data and information concerning your rights to that processing in the [OurWorld Meta Privacy Policy](#).

## Confidentiality

1. You consent to keeping any information or materials you obtain from us that have been marked as confidential or that you would reasonably assume are confidential from disclosure to third parties. Such information and materials may not be used for any purposes other than those specified in the Agreement.
2. The confidentiality obligation shall, however, not be applied to material and information which is generally available or otherwise public, or which a party is obligated to disclose due to applicable mandatory laws, public authority regulations, or court orders.

## Secure Data

1. We take data security seriously and use industry-standard measures to protect data on our Website (including your data on the Website) from cyber security threats.
2. Users should refer to our Data Security Notice on our Web Page
3. We regularly test for weaknesses in our code and reassess our cyber security posture. We also use the industry standard of Secure Sockets Layering (SSL) to transmit data from our Website and Platform.
4. Unfortunately, despite these measures, no data transmission over the internet can be guaranteed as totally secure.
5. We do not warrant and cannot absolutely promise the security of any information which you transmit to us. Accordingly, any information that you transmit to this Website is transmitted at your own risk.



6. If you become aware of any problems with the security of the data or the Website / Platform, please contact us immediately, providing whatever detail you are able.

### **Intellectual Property Rights**

1. All right, title and any intellectual property rights to and relating to the Service, including and other virtual items, as well as any related documentation and any copies, modifications, translations, amendments, and derivatives thereof ("OurWorld Meta IPR") belong to us or our licensors. Intellectual property rights shall be understood in the broadest sense, including but not limited to any copyright, patent, trademark, design right, database protection right, and any other form of statutory protection of any kind (whether registered or unregistered) and applications for any of the foregoing respectively as well as any know-how, inventions, and trade secrets related to OurWorld Meta IPR.
2. Except as expressly stated, the Agreement does not grant you any intellectual property rights in OurWorld Meta IPR, and all rights not expressly granted are reserved by us. This means that you may not use, e.g., the trademarks OurWorld Meta or OurWorld Meta or any other OurWorld Meta IPR without our prior written approval.
3. You grant us the right to use all content that you have uploaded or created for the provisioning of the Service.

- **Third Party Websites, advertisers and services**

1. The Platform and interactions within may contain links to third-party websites or advertisers, as well as certain third-party services. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any Third-Party Services.
2. To be clear, you are subject to the terms and conditions (including privacy policies) of another website or application when you click on a link to a Third-Party Service, such as a Digital Wallet or bridge extension.
3. If you access a Third-Party Service from the platform and engage in any interactions with that third party, you do so at your own risk, and you understand that these Terms and OurWorld Meta [Privacy Policy](#) do not apply to your use of such sites. OurWorld Meta does not examine, authorise, monitor, endorse, warrant, or make any claims regarding these Third-Party Services, their products, or services; it just offers links to them as a convenience. All links within Third-Party Services are used at the user's own risk.



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4. Additionally, your dealings with or participation in promotions of advertisers found on the platform, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers.
5. You agree that OurWorld Meta will not be responsible for any loss or damage of any sort relating to your dealings with such advertisers or any Third-Party Service. We encourage you to be aware of when you leave the Platform, and to read the terms and conditions and privacy policy of any Third-Party Service that you visit.

- **Consent to Electronic Communication**

6. You agree to receive electronic communications from OurWorld Meta (such as emails or notices posted to the Service) if you email OurWorld Meta or use the Service. These messages, which are a part of your relationship with us, may include notices regarding how you use the Service (such as transactional information).
7. You acknowledge and agree that any notices, agreements, disclosures, or other communications that we transmit to you electronically satisfies any written communication requirement set down in any applicable law. You should print a paper copy or save an electronic copy of any electronic correspondence you receive from us to keep on file.
8. Any such electronic communications that we send to you are not obligated to be saved for your future use or accessible by you.

## **Term and Termination**

The Agreement remains in force until further notice, unless otherwise agreed in writing. The notice period shall be thirty (30) days and the notice shall be delivered in writing (e.g. by email).

Furthermore, we may terminate the Agreement with immediate effect in whole or in part with a written notice to you in the event of any of the following:

1. Insolvency or bankruptcy event of OurWorld Meta, which, for the purposes of the Agreement, means any corporate action, legal proceedings or other procedure or step taken by any person in relation to the suspension of payments, a moratorium of any indebtedness, insolvency, bankruptcy, liquidation, winding-up or dissolution (whether voluntary or involuntary), administration, business restructuring (by way of voluntary arrangement, scheme of arrangement or otherwise), the appointment of a liquidator, receiver, administrator or another similar officer, or any analogous procedure or step; or



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2. material breach by you of any of your obligations which you fail to remedy within seven (7) days from our written notice thereof.
3. Upon termination of the Agreement, you will promptly cease using the Service. The termination of the Agreement does not entitle you to any compensation or refunds of any fees or payments made to us or due hereunder.
4. The Agreement's expiration or termination will not have any bearing on the legality of the obligations, including those relating to confidentiality, intellectual property rights, warranties, limitation of liability, and applicable law and dispute resolution, as well as other provisions that are meant to survive such events by their very nature.
5. A user's account may be immediately terminated or suspended:

If they transmit any information or engage in any conduct on the website that:

- breaches any applicable law;
- contains any viruses or any other harmful program;
- contains any defamatory, obscene or offensive material;
- intends to incite any religious or racial tensions or engage in any conduct or behaviour that is designed to likely to incite religious or racial tensions;
- promotes violence or discrimination;
- infringes the intellectual property rights of another person;
- breaches any legal duty owed to a third party (such as a duty of confidence);
- promotes illegal activity or breach the privacy of any other person;
- is threatening, abusive or invade another person's privacy or be likely to harass, upset, embarrass or annoy any other person;
- gives the impression that the user conduct originates from us or is approved by us;
- impersonates another person or to misrepresent your affiliation with another person; or
- contains any unsanctioned advertising, promotional materials, or other forms of unsanctioned solicitation, including without limitation, junk mail, spam, chain letters or any unsolicited mass distribution of email.

6. If a User attempts to transfer, novate or sell their account or otherwise engage in any action seeking to circumvent the normal operation of the website for any reason whatsoever.
7. For a breach of any requirement or clause of these terms or the Digital Asset Terms, as determined in OurWorld Meta's sole discretion; or
8. For convenience upon OurWorld Meta providing written notice.

- **Consequences of Termination**

1. If the Agreement is terminated, we have the right to revoke your right to access and use of the Service. For the sake of clarity, this means that you cannot access the OurWorld Meta virtual environment or its properties or items through the Service.



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2. Our Terms and Conditions are no longer applicable once you leave our Service. Before engaging in any transaction with a third party, you should study any relevant agreements and rules, including privacy and data collection practises, and conduct any research you deem necessary or appropriate.
3. The termination of the Agreement cancels all of your potential credits, and other rights and assets which are tied to the user account which the termination concerns. These virtual things are tied to the Service and therefore cannot be used if the account tied to them is barred from accessing the Service. Upon termination these virtual commodities will not be refunded.
4. If a User's account is terminated without cause, OurWorld Meta may elect to acquire the User's digital assets as follows:
  - In the case of Credits, refunding the User the original purchase price of the Credits; and
  - In the case of Virtual Land, refunding the User the original Price of the Digital Asset.
5. If a User's account is terminated for cause, the User agrees to pay OurWorld Meta liquidated damages equal to the original Price of any Digital Assets then held by the User in their Account. The User agrees that this clause is not a penalty and is reasonably necessary for the protection of OurWorld Meta's commercial interests.

## **Refund Policy**

The Purchase of Virtual Goods in OurWorld Meta Meta are instantaneous and final after payment is complete. OurWorld Meta Meta does not offer refunds for the purchase for Virtual Goods for customer change of mind. Virtual Goods inside OurWorld Meta Meta will only be refunded if there was a technical issue from our payment gateway, check out system the Payment Account.

## **Warranties, Limitation of Liability**

1. The platform is provided on an "as is" and "as available" basis. Use of the platform is at your own risk. The platform is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Without limiting the foregoing, OurWorld Meta and its licensors and suppliers do not warrant that any content is accurate, reliable or correct; that the platform will meet your requirements; that the platform will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the platform is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the platform is downloaded at your own risk



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and you will be solely responsible for any damage to your computer system or loss of data that results from such download.

2. To the maximum extent permitted by applicable law, in no event will ourworld meta, its affiliates, directors, employees or its licensors be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other losses, that result from the use of, or inability to use, this platform. Under no circumstances will ourworld meta be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorised access or use of the platform or your account or the information contained therein.
  - To the fullest extent allowed under applicable law, our total aggregate liability under or in connection with the Agreement or the use of the Service as well as any other of its services provided hereunder shall be limited to EUR [1,000]
3. To the maximum extent permitted by applicable law, OurWorld Meta assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of any content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our platform; (iii) any unauthorised access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the platform; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our platform by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the platform.
4. To the maximum extent permitted by law, and subject to the rest of this section 'Liability', we are not liable for any loss or damage (including without limitation any Consequential Loss), however caused (including by negligence), suffered in connection with Virtual Land (including sales, purported sales, failed transactions, disputes, transactions not recorded on our block chain or any forfeited Virtual Land).
5. Consequential Loss means: loss of revenues; loss of reputation; loss of profits; consequential loss; loss of actual or anticipated savings; loss of bargain; indirect loss; lost opportunities (including opportunities to enter into arrangements with third parties); and loss or damage in connection with claims against you by third parties.
6. If the Competition and Consumer Protection Act 2014 (2014 Act). or any other legislation states that there is a guarantee in respect of goods or services supplied, and our liability for breach of that guarantee may not be excluded but may be limited, our liability for such breach is limited to, in the case of a supply of goods, replacing the goods or supplying equivalent goods or repairing the goods, or in the case of supply of services, supplying the services again or paying the cost of having the services supplied again.





7. OurWorld Meta is not responsible for any losses or harms sustained by you due to vulnerability or any kind of failure, abnormal behaviour of software (e.g., smart contract).

- **Indemnity**

You agree to indemnify us for all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of this Website, your breach of these Website terms, any information that you provide to us via this Website or any damage that you may cause to this Website. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and breaches of the Competition and Consumer Protection Act 2014 (2014 Act).

#### **Assumption of Risk Related to use of Cryptocurrency where applicable**

1. You understand and accept that: The value of digital assets fluctuates greatly. The value of cryptocurrencies which may potentially be subject to severe price volatility, could be materially and negatively impacted by changes in the price of other digital assets.
2. Utilising digital currency and assets carries some risks, including but not limited to hazards relating to hardware, software, and Internet connections, the introduction of malicious software, and the possibility that third parties could gain unauthorised access to your data.
3. Buying user-generated material carries some dangers, such as the possibility of getting fake or incorrectly labelled goods, goods susceptible to metadata deterioration, goods on faulty smart contracts, and goods that might become untransferable. OurWorld Meta retains the right to conceal any contracts, assets, or collections that it suspects or believes may be in violation of this Agreement.

#### **Ownership**

4. Unless otherwise stated in writing by us, the Service and all information, data, software, sound files, pictures, designs, text, graphics, and other materials contained therein (collectively, "Content") are the exclusive property of OurWorld Meta or our affiliates or licensors. This includes, without limitation, the OurWorld Meta logo.



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5. Without first receiving our explicit consent, you may not use any "hidden text" or metatags utilising "OurWorld Meta" or any other name, trademark, product, or service name of OurWorld Meta or its affiliates.
6. OurWorld Meta does not represent or imply that any products, services, processes, or other information are endorsed, sponsored, or recommended by OurWorld Meta when referenced by name, trademark, manufacturer, supplier, or other means.

## **Severance**

1. The remaining sections of the Agreement shall remain in full force and effect if any provision is determined by any judicial or other competent authority to be void, unlawful, or otherwise unenforceable.

## **Assignment**

1. We have the right to assign all or any of our rights or obligations hereunder in whole or part to an affiliate, successor or purchaser or acquirer of our business assets without your prior consent.
2. Without our explicit authorisation, you are not permitted to assign any of your rights

## **Applicable Law and Dispute Resolution**

1. The Agreement shall in all respects be governed by and interpreted in accordance with the substantive laws of Ireland excluding any provisions on choice of law.
2. Parties seek to resolve any possible disputes in amicable negotiations. If the negotiations do not lead to settlement within one (1) month of the date the dispute first arose, any dispute, controversy, or claim arising out of or in connection with the Agreement shall be finally settled by arbitration
3. Nothing in this section or in the Agreement shall be understood as limiting your rights arising from mandatory consumer protection regulations which cannot be waived by an agreement. For example, if you reside in the EU, you may seek to have your dispute resolved with consumer protection ombudsman or make a claim in the applicable court or tribunal.
4. The arbitrator shall have sole authority to (a) ascertain the scope and enforceability of this Arbitration Agreement and (b) settle any controversy relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including, but not limited to, any claim that all or any portion of this Arbitration Agreement is void or voidable. The arbitrator will decide whether you and we have any rights or obligations.



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5. Class action or other non-individualized relief waiver. Only individual relief is available, and claims of more than one customer or user cannot be arbitrated or combined with those of any other customer or user. All disputes, claims, and requests for relief within the scope of this arbitration agreement must be arbitrated on an individual basis and not on a class or collective basis.
6. 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. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with us.

- **Additional Legal Terms**

1. You also agree to be bound by the Digital Asset Terms that are annexed to these terms and conditions and marked 'A.'
2. The rights and obligations of the parties under these terms do not merge on completion of any transaction contemplated by these terms. Termination of these terms will not affect any accrued rights or remedies of the parties (noting that rights to Virtual Land will be extinguished in accordance with these terms).
3. You must not (nor purport to) assign, in whole or in part, or novate your rights and obligations under or in connection with these terms without our prior written consent. Rights in Virtual Land can only be transferred in accordance with these terms.
4. A clause or part of a clause of these terms that is illegal or unenforceable may be severed from these terms and the remaining clauses or parts of the clause of these terms continue in force.
5. These terms supersede all previous agreements about their subject matter. These terms embody the entire agreement between the parties.
6. In these terms:
  - the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included;
  - no rule of construction applies in the interpretation of these terms to the disadvantage of the party preparing the terms on the basis that it put forward this agreement or any part of it; and
  - a reference to a party is a reference to that party, and a reference to the parties is a reference to both parties.



- Payment Account means the account linked to each User's profile and the account which will make and receive payments which may include a third party payment provider
- Virtual Land means the Digital Asset identified as "Virtual Land" on the Website.

## ANNEXE A

### Digital Asset Terms

In addition to OurWorld Meta Media Ltd IE4076729UH ('OurWorld Meta', 'we, us, our) Website Terms and Conditions the purchase and sale of Digital Assets are subject to these terms.

The Digital Assets which Users may buy and sell on the Website known as "Virtual Land" are notionally identified with reference to 300sqm areas of the earth, but carry no rights to land of any kind, or any right of alienable ownership of any interest of any kind. The Digital Assets are only of use within the Website.

### DIGITAL ASSET TRADES

If the User seeks to purchase or sell a digital asset, they may do so as follows:

- If the Digital Asset has not yet been sold, then the User may submit an offer to buy the Digital Asset at the Price displayed on the Website (Offer).
- If OurWorld Meta accepts that Offer, the Price plus any applicable fees will be deducted from the User's Account.
- If as User wishes to buy or sell a Digital Asset which has already been purchased by another user or to sell one of their Digital Assets, that User may post an offer to purchase or sell that Digital Asset, and OurWorld Meta may enter into a matching transaction with another User who wishes to sell or purchase that Digital Asset. The holder of that Digital Asset to offer to enter into a matching transaction with that second User.
- If the second User accepts that matching offer, then OurWorld Meta will complete both transactions and credit or debit the two Users linked Payment Accounts in respect of the Price, taking into account any applicable fees or charges.
- OurWorld Meta reserves the right to cancel or reverse any Trades where there has been an error in pricing of the Digital Asset or malfunction or misuse of the Website.

### SALE AND PURCHASE

A Trade will not execute if the User has insufficient Credits and/or no linked Payment Account with sufficient funds to acquire Credits to complete the Trade.



For each Trade, OurWorld Meta will update the User's Account as required to reflect the purchase or sale of a Digital Asset by adjusting the Credit balance and Digital Assets associated with that User's Account.

#### ACKNOWLEDGEMENTS

- OurWorld Meta engages in the purchase and sale of Digital Assets, including any such transactions contemplated by these terms, solely on a proprietary basis for its own account and if OurWorld Meta enters into a Trade, it does so solely on a bilateral basis;
- OurWorld Meta is not offering, arranging for, or providing a financial product or financial advice to any User that does not hold an Irish Financial Services Licence;
- OurWorld Meta is not providing and will not provide any fiduciary, advisory, brokerage, exchange or other similar services to the User, or in connection with any Trade;
- it is solely responsible for any decision to enter into a transaction subject to these terms, including the evaluation of any and all risks related to any such transaction;
- speculation in respect of Digital Assets is extremely risky and that Digital Assets may have extreme price volatility, and Users have no guarantee that any Digital Asset they purchase will have any value in the future;
- Users have no alienable property rights in any Digital Assets offered on the Website, and those Digital Assets have no use outside of the Website;
- OurWorld Meta is not a custodian acting for the User and all transfers of assets to accounts nominated by OurWorld Meta are ledger entries only;
- all transactions entered into and conducted under these terms are deemed to have occurred within the jurisdiction of Republic of Ireland;
- OurWorld Meta is relying on the information and documents provided by the User to provide Trades;
- OurWorld Meta is not responsible for any loss caused by the failure of the User to act in accordance with the policies, procedures or reasonable directions of OurWorld Meta;
- Users engages in Trades (and obtains and transmits data in connection with same) entirely at the User's own risk, that Trades are provided on an 'as is' basis and that OurWorld Meta does not make any representations or warranties as to the security or availability of Trades of Digital Asset or that the User's access or use of Trades will be uninterrupted, timely or secure at all times;
- OurWorld Meta does not guarantee any offers or particular price will be available for the purchase or sale of any Digital Asset offered;
- OurWorld Meta does not guarantee any outcomes, or any financial return from the Trades.

#### WARRANTIES



- it is sufficiently experienced and educated to make decisions regarding the Trades;
- it has all necessary experience, resources, certificates, licences, permits and approvals to request Trades, and to meet all other obligations under and in accordance with this agreement and all applicable laws;
- as far as the User is aware, there are no facts, circumstances or other information which both:
- the User has not fully and fairly disclosed to OurWorld Meta in a manner and to the extent that would allow OurWorld Meta to make a reasonable assessment of those facts, matters and circumstances prior to execution of this agreement or the provision of Trades; and
- is of such nature and materiality that a reasonable person, had it been made aware of, could not reasonably be expected to execute the Trades;
- the User is not involved in any capacity in any claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration (nor which are pending or threatened);
- if requested by OurWorld Meta, the User will identify and substantiate the source of all funds the User uses to engage in Trades;

the User;

- does not bear a name that appears on the Screen List through sanctions and PEP watchlists globally, with real-time updates.
- is not a Foreign Shell Bank; or
- Does not reside in and will not transfer funds from or through an account in a Non-Cooperative Jurisdiction.
- none of the funds or Digital Assets transferred to OurWorld Meta have been derived from any illegal or unlawful activity;
- it has had the opportunity to obtain independent legal advice in relation to the terms and effect of these terms.