

Terms of Use

METAGONZ

Metagonz is an NFT, Metahuman, Avatar, and Metaverse project running on Ethereum Networks. The users ("owners", "you", "your") who purchase or own Metagonz may use those in accordance with this "Terms of Use", and the users are deemed to have agreed to use NFT of Metagonz under the conditions set out below.

DEFINITIONS

"NFT" stands for Non-Fungible Token, which is a unique digital identifier existing on a blockchain network.

"Metagonz" is a digital art collection and NFT project that exists on the Ethereum network in the form of NFT.

The term "Company" or "We" means Metaplayers Inc. which operates the Metagonz project.

"Secondary copyright work" and "Derivative Work" mean any creative works produced by means of translation, arrangement, alteration, dramatization, cinematization, etc. of an original work. However, mere copies of an Art or any alterations that do not actually change the Art do not constitute Derivative Works.

OWNERSHIP

You completely own Metagonz NFT when you purchase an NFT successfully. Ownership of the NFT is mediated entirely by the Smart Contract on the Ethereum Network, and the company can not seize, restrict, or modify the ownership of any Metagonz that you own. Ownership of Metagonz is limited to the NFT you purchase successfully, and it does not apply to other Metagonz owned by other users or the company.

LICENSE OF THE DIGITAL ART

For as long as you lawfully own your Metagonz NFT, and subject to your compliance with the terms of this License, we hereby grant you the following rights:

1. You can use your own Metagonz for personal and non-profit purposes, such as using it as your profile picture or displaying it to social media.
2. You can purchase and sell your NFT in a marketplace that cryptographically encrypts and validates each owner's "digital work" exhibition rights associated with Metagonz.

If you want to exercise an authority not listed above, you must get in touch with the company and get our permission first. The following rights are not granted to you.

1. The logo, product and service name, design and slogan of Metagonz, including Metagonz NFT, are our trademarks. You only have the right to transfer the entire production issued by us, and the right to commercial use of our trade name and logo is entirely with the company.
2. You are not permitted to use the Metagonz NFT Art in any way that constitutes unlawful, defamatory, harassing, abusive, fraudulent, racist, hateful, vulgar, cruel, illegal or obscene activity, or that promotes any such activity.
3. It is not allowed to produce and commercially use secondary and derivative works. Examples of commercial use include the use of derivative arts for your own project, producing and selling goods using derivative works.

FEES AND PAYMENT

Metagonz's transactions run on the Ethereum network. We have no control over the Ethereum network. We are not responsible for any loss or damage that may occur as a result of such transactions.

ns and cannot be canceled or refunded in connection with transactions occurring on the Ethereum network.

In the process of purchasing an NFT, the user will pay a transaction fee (or gas fee) to use the Ethereum network in addition to the NFT price specified during the Metagonz purchase process.

DISCLAIMERS AND RISK ASSUMPTION

1. You agree that you do not claim and object to any risks and consequences arising from transactions with third parties other than us.
2. You are aware of and agree with the negative impact of price changes associated with Metagonz. NFT purchases should not be considered an investment, and Metagonz is not a security and financial investment product under the Capital Markets Act and the Financial Investment Business Act.
3. You accept and agree that there are risks associated with the use of Ethereum-based blockchain technology in NFT transactions. This refers to all negative consequences and factors arising from transactions on the Ethereum network, including risk of NFT access loss due to private key loss, archival or buyer error, risk of mining or blockchain attacks, risk of hacking and security vulnerability, risk of token taxation, risk, risk of privacy, uninsured loss, and volatility.
4. All documents related to Metagonz do not guarantee accuracy, authenticity, stability, reliability or completeness. In no event shall we be liable for any kind of loss or damage arising from reliance on relevant documents and information from the Metagonz Project.
5. The transaction of Metagonz takes place on the Ethereum network. We are not responsible for any refund or compensation for damages caused by problems with the Ethereum platform and consequences of all risks arising from smart contracts on the Ethereum network. We acknowledge and agree that you are fully responsible for the above.

6. NFT, digital assets, and blockchain technologies are relatively new, and regulations on them are unclear. New regulations can negatively impact blockchain technology, which can negatively impact the value of your Metagonz. You understand and agree to take all risks.

ADDITIONAL PROVISIONS

1. The company may change these terms of use at its discretion. These terms and conditions will be updated continuously on the website, and you are requested to periodically check if there are any changes to these terms. We do not have separate membership procedures and do not collect your personal information, so we cannot notify you separately.

2. Changes to these terms of use shall be announced in the manner of paragraph (1) from 7 days before the application date to the day before the application date along with the current terms of use, specifying the application date and the reason for revision. However, if you change important regulations on your rights or obligations, you will be notified 30 days before the application date.

3. If you continue to access or use the website after the terms of use have been updated, you will be deemed to have accepted the changed terms of use. If you do not agree to the amended terms of use, you will not be able to access or use this website.

JURISDICTION AND GOVERNING LAW

These Terms of Use (including, but not limited to, products sold or distributed through your website, access and use of NFT, or through the website) are governed by and applied in accordance with the laws of the Republic of Korea. In addition, the designation of the competent court for disputes related to this condition of use shall be made by the competent court under the Civil Procedure Act.

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