

TERMS OF USE

Effective date: Dec 1st, 2022

I. These Terms are a Contract, Please Read Carefully.

These Terms of Use (the “Terms”) govern your (“you,” and “your”) use of our website found at <https://www.gomaestro.org/> (“Website”) or use our mobile or desktop applications (“Applications”) and our practices for collecting, using, maintaining, protecting, and disclosing that information. This Website and our Applications are collectively referred to as our “Services.”. These Terms are a contract between you and Maestro Blockchain, Inc. (“Company” or “we” or “us”). Your continued use of the Services means you agree to these Terms. You have the legal capacity to enter into an agreement and are over the age of eighteen (18) years. By using this Services, you are promising that you have read these Terms and agree to follow them. If you do not agree, stop using the Services now.

We define certain terms, which are capitalized, to better explain our Services. Most definitions appear at the end of this Agreement in the Section entitled “Definitions.”

Please know that we may change these Terms. We will notify you of the changed terms via email or simply by updating the date at the top of this page. You can decide to reject the new Terms, but then you no longer are permitted to use the Services. If you use the Website in any way after a change, that means you agree to the changes.

It is possible that we will disagree about something. Please read Section IX (Disputes) to understand how disputes are handled.

Some of what you will be doing on our Services is public. We do take privacy seriously, please read our Privacy Policy to understand what information we collect and how we treat your personal information.

II. What You Can Do on Maestro

Maestro is a developer platform for Cardano, allowing you to create and edit applications and similar platforms for yourself and others. The Services enable you to develop and edit applications - it does not guarantee utilization of the applications.

III. What You Cannot Do on Maestro

Your use of the Services are subject to the following license and additional restrictions:

Subject to your compliance with these Terms of Use, Maestro grants you a limited, revocable, nonexclusive, non-sublicensable, non-transferable, license to access and use the Services. If, for the Service’s intended purpose, you need to print a copy of any materials, you may print one copy solely for your own use. If that copy is destroyed, you may print another copy on the same terms. To the extent your right to access and use particular Third-Party Materials is conditioned on your compliance with Third-Party Materials Documentation, you agree to comply with such Third-Party Materials Documentation. All rights not expressly granted herein or in such Third-Party Materials Documentation are reserved are reserved by Maestro and the respective Third-Party Materials.

You agree that you will not use the Services or interact with the Services in a manner that:

- Infringes or violates the Intellectual Property Rights or any other rights of anyone else (including Maestro or third-party affiliates of Maestro);
- Violates any law or regulation, including, without limitation, any applicable export control laws;
- Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Attempts, in any manner, to obtain the private key, password, account, or other security information from any other user;
- Violates the security of any computer network, or cracks any passwords or security encryption codes; or
- Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

IV. What if I Want to Stop Using the Services?

You are free to stop using the Services at any time and for any reason. Some of these Terms will still be in effect after we terminate you from the Services. Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, the following will survive termination: Sections V, VI, VII, VIII and IX and any obligation you have to pay us (if applicable).

V. Intellectual Property Rights and the Rights of Others

Please do not violate other people's Intellectual Property Rights – it violates these Terms and is against the law. Accordingly, you agree to use the Services Content only in accordance with the licenses granted and as allowed by these Terms and will at all times respect the rights of others. You are responsible for knowing if you have the required Intellectual Property Rights to use the Services in the manner you plan to use them.

Any of Maestro's product or service names, logos, and other marks used as a part of the Services, including Maestro's name and logo, are trademarks owned by Maestro, its affiliates, or its applicable licensors. You may not copy, imitate, or use them without Maestro's (or the applicable licensor's) prior written consent.

You agree to keep all non-public information that you acquire on or through us or the Services strictly confidential.

We reserve the right to terminate you from use of our Services if you break any of these rules or for any reason we see fit.

Copyright Infringement. We respect the intellectual property rights of others. It is our policy to terminate the access privileges of those who repeatedly infringe the copyrights of others. If any person or entity believes content available on or through the Services infringes one or more of such party's copyrights, please send our Designated Agent by mail or email a notification ("Notification") providing the information described below. A copy of the Notification will be sent to the person who posted the material addressed in the Notification. Please note, by submitting a Notification or other communication (including communications about Content stored on or transmitted through the Services) such party consents to have that communication

forwarded to the person or entity who stored or transmitted the Content addressed by your communication, in order to facilitate a prompt resolution.

Pursuant to federal law a party may be held liable for damages and attorneys' fees if such party makes any material misrepresentations in a Notification. Thus, if such party is not sure whether Content located on or accessible via a link from the Services infringes the party's copyright, such party should feel free to contact an attorney.

All Notifications should include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single website are covered by a single notification, a representative list of such works at that website.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our full name and street address are:

Maestro Blockchain, Inc., 221 N. Broad Street, Suite 3A, Middletown DE 19709. Below is the name and address of our designated agent for copyright infringement issues. Our designated agent for notice of copyright infringement can be reached at:

Agent:

Name: Marvin Bertin

Address: 221 N. Broad Street, Suite 3A, Middletown DE 19709

Email address: info@gomaestro.org

VI. Disclaimers

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES AND, TO THE EXTENT PROVIDED BY MAESTRO, ANY THIRD-PARTY MATERIALS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES BASED ON CUSTOM AND/OR USAGE IN THE TRADE.

NEITHER MAESTRO, NOR ANY PARENT, SUBSIDIARY, NOR OTHER AFFILIATE OF MAESTRO, NOR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY "AFFILIATES"), MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES OR ANY THIRD-PARTY MATERIALS. WITHOUT LIMITING THE FOREGOING, NEITHER MAESTRO NOR ITS AFFILIATES REPRESENT OR WARRANT THAT THE SERVICES AND THIRD-PARTY MATERIALS WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

ANY THIRD-PARTY MATERIALS ARE THE SOLE RESPONSIBILITY OF THE PERSON FROM WHOM SUCH THIRD-PARTY MATERIALS ORIGINATED. YOU OBTAIN SUCH THIRD-PARTY MATERIALS AND ACCESS ALL SUCH INFORMATION AND CONTENT AT YOUR OWN RISK AND AGREE TO REVIEW THE THIRD-PARTY TERMS AND POLICIES IN ADDITION TO OUR TERMS AND POLICIES. WE ARE NOT LIABLE FOR ANY ERRORS OR OMISSIONS OR ANY DAMAGES OR LOSS YOU MIGHT SUFFER IN CONNECTION WITH THIRD-PARTY MATERIALS. WE CANNOT CONTROL AND HAVE NO DUTY TO TAKE ANY ACTION REGARDING HOW YOU MAY INTERPRET AND USE SUCH CONTENT AND OTHER THIRD-PARTY MATERIALS OR WHAT ACTIONS YOU MAY TAKE AS A RESULT OF HAVING BEEN EXPOSED TO ANY THIRD-PARTY MATERIALS. YOU AGREE TO RELEASE US FROM ALL LIABILITY FOR YOU HAVING ACQUIRED OR NOT ACQUIRED THIRD-PARTY MATERIALS THROUGH THE SERVICES. WE DO NOT GUARANTEE THE IDENTITY OF ANY USERS WITH WHOM YOU INTERACT IN USING THE SERVICES AND ARE NOT RESPONSIBLE FOR WHICH USERS GAIN ACCESS TO THE SERVICES. THE SERVICES ALSO MAY CONTAIN LINKS OR CONNECTIONS TO THIRD-PARTY MATERIALS, INCLUDING THIRD-PARTY WEBSITES OR SERVICES THAT ARE NOT OWNED OR CONTROLLED BY MAESTRO. IN OTHER CASES, THIRD-PARTY WEBSITES OR SERVICES MAY INTEGRATE WITH OUR SERVICES. WHEN YOU ACCESS THIRD-PARTY MATERIALS, YOU ACCEPT RISKS IN DOING SO, AND THAT MAESTRO IS NOT RESPONSIBLE FOR SUCH RISKS. WE ENCOURAGE YOU TO BE AWARE WHEN YOU LEAVE THE SERVICES AND TO READ THESE TERMS AND PRIVACY POLICY OF EACH THIRD-PARTY WEBSITE OR SERVICE THAT YOU VISIT OR UTILIZE, AS YOUR USE OF THOSE THIRD-PARTY MATERIALS IS SUBJECT TO THOSE TERMS AND POLICIES IN ADDITION TO OUR TERMS.

YOUR INTERACTIONS WITH ORGANIZATIONS AND/OR INDIVIDUALS FOUND ON OR THROUGH THE SERVICES, INCLUDING PAYMENT AND DELIVERY OF GOODS OR SERVICES, FINANCIAL TRANSACTIONS, AND ANY OTHER TERMS, CONDITIONS, WARRANTIES, OR REPRESENTATIONS ASSOCIATED WITH SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND SUCH ORGANIZATIONS AND/OR INDIVIDUALS. YOU SHOULD MAKE WHATEVER INVESTIGATION YOU FEEL NECESSARY OR APPROPRIATE BEFORE PROCEEDING WITH ANY ONLINE OR OFFLINE TRANSACTION WITH ANY OF THESE THIRD PARTIES. YOU AGREE THAT

MAESTRO SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS.

WE CANNOT MONITOR EVERYTHING THAT IS POSTED OR CREATED WITH THE SERVICES AND DO NOT ACTIVELY MONITOR WHAT IS POST OR CREATED. SOME CONTENT MIGHT BE OFFENSIVE TO SOME USERS AND WE DO NOT GUARANTEE OR CLAIM THAT THERE WILL BE NO INSTANCES OF OFFENSIVE MATERIAL. IF YOU FIND CONTENT THAT IS OFFENSIVE OR DANGEROUS IN YOUR OPINION, YOU CAN FILE A TAKE-DOWN NOTICE WITH US (DETAILS BELOW) AND WE WILL REVIEW IT. HOWEVER, IT IS IMPORTANT TO NOTE THAT CONTENT YOU OR OTHERS PROVIDE OR CREATE WITH MAESTRO IS NOT CONTROLLED BY MAESTRO AND MAESTRO GENERALLY DOES NOT HAVE THE ABILITY TO SUPPRESS OR REMOVE WHAT IS CREATED WITH MAESTRO.

IN SHORT, WE WANT YOU TO USE MAESTRO FOR WHAT WE INTEND YOU TO USE IT FOR BUT WE CANNOT BE AND DISCLAIM BEING RESPONSIBLE FOR ANY THIRD-PARTY OR USER. DO YOUR OWN DUE DILIGENCE IN USING OUR SERVICES AS YOU SHOULD ON ANY WEBSITE YOU ENGAGE WITH.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, AND ALL SUCH WARRANTIES THAT CANNOT BE DISCLAIMED WILL BE LIMITED TO THE MAXIMUM EXTENT AUTHORIZED BY LAW.

WITHOUT LIMITING THE FOREGOING, YOU AGREE:

1. YOU: (A) HAVE THE NECESSARY TECHNICAL EXPERTISE AND ABILITY TO REVIEW AND EVALUATE THE SECURITY, INTEGRITY, AND OPERATION OF THE SERVICES; (B) HAVE THE KNOWLEDGE, EXPERIENCE, UNDERSTANDING, PROFESSIONAL ADVICE, AND INFORMATION TO MAKE YOUR EVALUATION OF THE MERITS, RISKS AND APPLICABLE COMPLIANCE REQUIREMENTS UNDER APPLICABLE LAWS FOR AND RELATING TO ANY USE OF WEB3 TECH, ANY NETWORK, AND OUR SERVICES; (C) KNOW, UNDERSTAND AND ACCEPT THE RISKS ASSOCIATED WITH THE USE OF OUR SERVICES; AND (D) ACCEPT THE RISKS ASSOCIATED WITH WEB3 TECH GENERALLY, AND ARE RESPONSIBLE FOR CONDUCTING YOUR INDEPENDENT ANALYSIS OF THE RISKS SPECIFIC TO ANY PARTICULAR VIRTUAL ASSETS OR WEB3 TECH.
2. YOU TAKE RESPONSIBILITY FOR ALL ACTIVITIES AND TRANSACTIONS THAT OCCUR IN CONNECTION WITH YOUR USE OF OUR SERVICES AND ACCEPT ALL RISKS AND CONSEQUENCES OF YOUR USE OF OUR SERVICES TO THE MAXIMUM EXTENT PERMITTED BY LAW. MAESTRO IS NOT RESPONSIBLE FOR ANY ILLEGAL ACTIVITY OR USE OF OUR SERVICES.
3. VIRTUAL ASSETS ARE EMERGING ASSET CLASSES. MAESTRO MAKES NO WARRANTIES REGARDING THE VIRTUAL ASSETS' MARKETS AND NO WARRANTIES AS TO HOW THEY ARE TRANSFERRED, PURCHASED, AND TRADED. MAESTRO HAS NO CONTROL OVER ANY WEB3 TECHNOLOGIES, OR VIRTUAL ASSETS AND THEREFORE CANNOT AND DOES NOT ENSURE THAT ANY TRANSACTION DETAILS YOU SUBMIT OR RECEIVE VIA OUR SERVICES WILL BE

CONFIRMED ON THE RELEVANT WEB3 TECH AND CANNOT FACILITATE ANY CANCELLATION OR MODIFICATION REQUESTS.

4. THERE ARE NO WARRANTIES OR GUARANTEES THAT A TRANSFER INITIATED ON THROUGH THE SERVICES WILL SUCCESSFULLY TRANSFER TITLE OR RIGHT IN ANY VIRTUAL ASSETS. TRANSACTION DETAILS YOU SUBMIT VIA THE SERVICE MAY NOT BE COMPLETED OR MAY BE SUBSTANTIALLY DELAYED BY THE OWNER OF THE RELEVANT WEB3 TECH USED TO PROCESS THE TRANSACTION. MAESTRO TAKES NO RESPONSIBILITY FOR THE FAILURE OF A TRANSACTION TO BE CONFIRMED OR PROCESSED BY THE OWNER OF THE NFT OR AS EXPECTED ON WEB3 TECH.

5. MAESTRO DISCLAIMS AND YOU AGREE THAT MAESTRO ASSUMES NO RESPONSIBILITY FOR: (a) ANY RISKS ASSOCIATED WITH WEB3 TECH, INCLUDING, BUT NOT LIMITED TO, DESIGN OR IMPLEMENTATION FLAWS THAT AFFECT THE OPERATION OF ANY SPECIFIC WEB3 TECH ; AND (b), ANY ISSUES RELATING TO THE CONTINUING VIABILITY OF WEB3 TECH, INCLUDING, BUT NOT LIMITED TO, THE ABILITY TO RETAIN THE TECHNICAL EXPERTISE REQUIRED TO SUPPORT WEB3 TECH, OR THE PERFORMANCE OF WEB3 TECH CONCERNING TRANSACTION TIMES.

6. MAESTRO MAKES NO GUARANTEE AS TO THE FUNCTIONALITY OF ANY WEB3 TECH WHICH COULD, AMONG OTHER THINGS, LEAD TO DELAYS, CONFLICTS OF INTEREST, OR OPERATIONAL DECISIONS BY THIRD PARTIES THAT ARE UNFAVORABLE TO CERTAIN OWNERS OF VIRTUAL ASSETS OR LEAD TO YOUR INABILITY TO COMPLETE A TRANSACTION USING OUR SERVICE. YOU ACKNOWLEDGE AND ACCEPT THAT THE PROTOCOLS GOVERNING THE OPERATION OF WEB3 TECH MAY BE SUBJECT TO SUDDEN CHANGES IN OPERATING RULES WHICH MAY MATERIALLY ALTER WEB3 TECH, AFFECT THE VALUE AND FUNCTION OF VIRTUAL ASSETS EVIDENCED ON THAT WEB3 TECH OR OTHERWISE RENDER YOU UNABLE TO CONDUCT OR COMPLETE TRANSACTIONS USING OUR SERVICE.

7. MAESTRO DOES NOT ASSUME RESPONSIBILITY FOR CRYPTOGRAPHY GENERALLY OR FUNDAMENTAL ADVANCEMENTS IN CRYPTOGRAPHY SPECIFICALLY, EITHER OF WHICH COULD RENDER INOPERATIVE THE CURRENT CRYPTOGRAPHY ALGORITHMS UTILIZED BY WEB3 TECH SUPPORTING SPECIFIC VIRTUAL ASSETS.

8. MAESTRO MAKES NO GUARANTEE AS TO THE SECURITY OF ANY WEB3 TECH. MAESTRO IS NOT LIABLE FOR ANY HACKS, DOUBLE SPENDING, STOLEN VIRTUAL ASSETS, OR ANY OTHER ATTACKS ON WEB3 TECH, INCLUDING, BUT NOT LIMITED TO, MAJORITY ATTACKS IN WHICH A NATION-STATE OR OTHER PARTY WITH SUFFICIENT COMPUTING POWER IS ABLE TO CONTROL AND MANIPULATE THE RECORDS OF WEB3 TECH.

9. MAESTRO IS NOT LIABLE FOR ANY HACKS, MALICIOUS ATTEMPTS, OR PHISHING SCAMS TO ACCESS YOUR WALLET VIA YOUR WEB BROWSER OR HARDWARE DEVICES. YOU ALONE ARE RESPONSIBLE FOR ENSURING THAT YOU

DO NOT PROVIDE YOUR SECURITY INFORMATION TO ANY OTHER PERSON AND OR ENTITY.

10. UNLESS EXPLICITLY AGREED IN WRITING, MAESTRO IS NOT A COUNTERPARTY OR PARTICIPANT TO ANY TRANSACTION YOU MAKE USING OUR SERVICES. FURTHER, ONCE TRANSACTION DETAILS HAVE BEEN SUBMITTED TO WEB3 TECH, MAESTRO DOES NOT AND WILL NOT ASSIST YOU IN CANCELING OR OTHERWISE MODIFYING YOUR TRANSACTION OR TRANSACTION DETAILS.

11. MAESTRO IS NOT LIABLE FOR MARKET CONDITIONS OR ACTIONS OF THIRD-PARTIES IN THE MARKET. THE VALUE OF CURATION TOKENS IS SUBJECT TO MARKET CONDITIONS AND ADVERSARIAL PARTIES WHICH MAY FRONT-RUN YOUR TRANSACTIONS TO PROFIT FROM YOUR USE OF A PROTOCOL, INCLUDING BUT NOT LIMITED TO, YOUR BURNING OF REACTIONS FOR CURATION TOKENS OR REDEEMING CURATION TOKENS FOR PAYMENT TOKENS (\$USDC) AND OTHER MINER EXTRACTABLE VALUE. IN SHORT, MAESTRO DOES NOT CONTROL THE VALUE OF CURATION TOKENS AND ALL VALUES DISPLAYED IN THE APP ARE ESTIMATES SUBJECT TO THESE MARKET CONDITIONS AND CHANGES WITHOUT NOTICE TO YOU.

12. THE APPLICATION OF EXISTING LEGAL AND REGULATORY REQUIREMENTS TO VIRTUAL ASSETS AND OUR SERVICES ARE EVOLVING AND MAY REQUIRE US TO MAKE SUDDEN CHANGES TO OUR SERVICES.

Further Limits of Liability and Indemnification

TO THE MAXIMUM EXTENT AUTHORIZED BY LAW, MAESTRO DISCLAIMS LIABILITY, AND YOU AGREE MAESTRO WILL NOT BE LIABLE, FOR ANY LOSS OR DAMAGE CAUSED BY, ON OR THROUGH MAESTRO, THE SERVICES OR ANY WEB3 TECH, INCLUDING BUT NOT LIMITED TO AS MAY BE A RESULT OF ELECTRONIC, DIGITAL, PROGRAMMATIC OR HUMAN CAUSES, INCLUDING BUT NOT LIMITED TO ANY HARM OR LOSS OF VALUE IN RELATION TO ANY NFT, REACTION TOKENS, CURATION TOKENS, OTHER VIRTUAL ASSETS, OR YOUR COMPUTER SYSTEM AND/OR TECHNOLOGY GENERALLY, WHETHER DUE TO YOUR USE OF THE SERVICES OR TO YOUR USE OF WEB3 TECH. TO THE MAXIMUM EXTENT AUTHORIZED BY LAW, YOU HEREBY IRREVOCABLY WAIVE, RELEASE AND DISCHARGE ALL CLAIMS, WHETHER KNOWN OR UNKNOWN TO YOU, AGAINST MAESTRO, ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES RELATED TO ANY OF THE RISKS OUTLINED IN THESE TERMS. WITHOUT LIMITING THE FOREGOING, MAESTRO SHALL BE UNDER NO OBLIGATION TO INQUIRE INTO AND SHALL NOT, TO THE MAXIMUM EXTENT AUTHORIZED BY APPLICABLE LAW, BE LIABLE FOR ANY DAMAGES, OTHER LIABILITIES, OR HARM TO ANY PERSON OR ENTITY RELATING TO: THE OWNERSHIP, VALIDITY, OR GENUINENESS OF ANY VIRTUAL ASSETS; THE COLLECTABILITY, INSURABILITY, EFFECTIVENESS, MARKETABILITY, OR SUITABILITY OF ANY VIRTUAL ASSETS; TRANSACTIONS YOU CONDUCT OR ATTEMPT TO CONDUCT USING OUR SERVICES.

WITHOUT LIMITING THE FORCE OF STRICTER LIMITATIONS, TO THE FULLEST EXTENT, ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND

UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL MAESTRO (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF \$100.00. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. TO THE EXTENT LIABILITY CANNOT BE SO LIMITED AS A MATTER OF LAW, LIABILITY SHALL BE LIMITED TO THE LOWEST AMOUNT AUTHORIZED BY LAW.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS MAESTRO AND ITS AFFILIATES AND ITS AND THEIR AGENTS, EMPLOYEES, CONTRACTORS, OFFICERS, SHAREHOLDERS AND DIRECTORS (COLLECTIVELY "MAESTRO INDEMNITEES") FROM AND AGAINST ANY CLAIMS, ACTIONS, DEMANDS, LIABILITIES, DAMAGES OR OTHER MONETARY RELIEF, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO: (I) YOUR VIOLATION OF THESE TERMS, THE PRIVACY POLICY OR THIRD-PARTY DOCUMENTATION; (II) YOUR USE OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, AS RELATES TO ANY THIRD-PARTY MATERIALS THAT YOU OR ANYONE ELSE POSTS OR USES (EXCEPT TO THE EXTENT SUCH CLAIM ARISES OUT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT); OR (III) ANY CLAIM BASED ON AN ALLEGATION THAT ANY CONTENT (INCLUDING ANY NFT OR REACTION TOKEN, OR ANY CONTENT REPRESENTED BY AN NFT OR REACTION TOKEN) OR OTHER THIRD-PARTY MATERIALS SUBMITTED THROUGH YOUR ACCOUNT OR THE CREATION OF ANY TOKEN OR ANY OTHER ACTIVITY BY YOU OR THROUGH YOUR ACCOUNT VIOLATES THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ENTITY, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER THE MAESTRO INDEMNITEE IS ALLEGED TO BE CONTRIBUTORILY, VICARIOUSLY, INDIRECTLY OR DIRECTLY LIABLE.

VII. Disputes

These Terms are to be governed by construed under Delaware law, without regard to its conflicts of laws provisions. If there is a disagreement and the problem is not urgent, we can try video conference calls, low key hangs in metaverses like Voxels, and even an old fashion IRL meeting if it is convenient to both of us and will help us find a solution to the problem. If either of us feel the need for an independent tribunal, any dispute arising from or relating to the subject matter of these Terms shall be finally settled in New Castle County, Delaware, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Website, Inc. ("**JAMS**") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in a court of competent jurisdiction; provided that, each party shall have and retain the right to pursue injunctive or other equitable relief at any time from a court of competent jurisdiction. For all permitted purposes of this Agreement, the parties consent

to exclusive jurisdiction and venue in the state or federal courts located in New Castle County, Delaware.

Waiver of Jury Trial: TO THE MAXIMUM EXTENT AUTHORIZED BY LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY FOR ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS.

Limitation on Time to File Claims: ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE (INCLUDING BUT NOT LIMITED TO ITS BREACH) MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, THE CAUSE OF ACTION OR CLAIM WILL BE PERMANENTLY BARRED.

VIII. General

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder (by operation of law or otherwise) without Maestro's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Reporting Suspected Vulnerabilities. If you would like to report a vulnerability or have a security concern regarding our Services, please email mbertin@gomaestro.org

Miscellaneous.

1. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that Maestro may, in its sole discretion, do any of the preceding on your behalf or for itself as it sees fit.
2. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder.
3. If a provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable.
4. You and Maestro agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Maestro and that it supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of these Terms.
5. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Maestro, and you do not have any authority of any kind to bind Maestro in any respect whatsoever.
6. Neither Party will be liable for delays or failures to perform their obligations under these Terms of Use to the extent the failure was caused by events such as an act of God, war, act of terrorism, pandemic, power or communication system failure, act of government or any other cause beyond the reasonable control of that Party. If a force majeure event occurs, the Party affected by it must provide prompt notice of it to the other Party.

7. We make no claims that the Services are accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, then you do so on your own initiative and at your own risk.
8. You (and your legal guardian, if applicable) agree to perform, execute, acknowledge, and deliver all such further acts, instruments, and assurances as may be reasonably requested by us for the carrying out or performance of the provisions of these Terms.
9. **Notice and Electronic Communications.** Except as otherwise expressly specified in the Agreement, all notices, permissions and approvals must be in writing and will be deemed to have been given only upon: (a) personal delivery; (b) the fifth business day after mailing; (c) the first business day after sending by email; or (d) the second business day after being sent by internationally-recognized overnight courier. Notices must be addressed as follows: if to us, to Maestro at 221 N. Broad Street, Suite 3A, Middletown DE 19709, and, if to you, to the email address that you have provided us. It is agreed that all agreements, notices, disclosures, and other communications provided in accordance with the Agreement satisfy any legal requirement that such communications be in writing. It is agreed that a printed version of these Terms and/or any notice given in electronic form will be admissible in judicial or administrative 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.

DEFINITIONS:

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, rights of publicity, trademark, trade secret, database protection, domain registration or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world, including any improvements, derivative works, and modifications related thereto.

“NFTs” or **“Non-Fungible Tokens”** means non-fungible, cryptographic tokens, assets on a Network possessing identifiers or other metadata that generally distinguishes such asset from other tokens or assets on a Network in a manner that is intended to make such asset irreplaceable and unable to be exchanged for a similar token or asset of like-kind or nature such as a token complying with ERC-721 or ERC 1155 standards. A position on the Uniswap V3 LP curve represents a unique non-fungible property right in a financial position on Web3 Tech. While we cannot and do not warrant an operation in fact of an NFT, the foregoing is generally how it is understood.

“Third-Party Materials” means all Content, materials and information in any form or medium, including software, open-source technologies, documents, data, content, specifications, products, equipment or components of or relating to or appearing on or in the Services that are not proprietary to Maestro and are contributed by you or a third party.

“Third-Party Materials Documentation” means the permissions, terms and conditions and licenses associated with Third-Party Materials.

“Virtual Assets” means NFTs, Reactions, Curation Tokens, other tokens, and Cryptocurrencies collectively.

“Web3 Tech” means DApps, networks, Virtual Assets, and virtual wallets and all ancillary technologies collectively.