

# Terms of Use for Go Maestro Inc.

**Last Revised:** January 20, 2025

Welcome to Go Maestro Inc. (“Maestro,” “we,” “our,” or “us”). These Terms of Use (“Terms”) govern your access to and use of our website located at <https://gomaestro.org> (the “Website”), our status page at <https://status.gomaestro.org>, and any related services or applications provided by us and our practices for collecting, using, maintaining, protecting, and disclosing that information, (collectively, the “Services”). By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, do not use the Services.

For any questions about these Terms, please contact us at [support@gomaestro.org](mailto:support@gomaestro.org).

## 1. Defined Terms

- **Services:** Refers to all offerings provided by Maestro, including the Website, status page, and related applications.
- **User:** Refers to any individual or entity accessing or using the Services.
- **Paid Services:** Refers to paid services offered by Maestro, including features and pricing outlined on the pricing pages.
- **Free Account:** Refers to the free (currently branded “Artist”) tier of service provided by Maestro.
- **Renewals:** Refers to the automatic or manual continuation of Free Accounts and Paid Services after the current subscription period ends.
- **Payment Method:** Refers to the credit card, debit card, or other payment instruments provided by the User.
- **Third-Party Services:** Refers to any third-party websites or services integrated with or linked to Maestro’s Services.
- **Intellectual Property Rights:** 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.
- **Third-Party Materials:** 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:** The permissions, terms and conditions and licenses associated with Third-Party Materials.
- **Virtual Assets:** NFTs, Reactions, Curation Tokens, other tokens, and Cryptocurrencies collectively.
- **Web3 Tech:** DApps, networks, Virtual Assets, and virtual wallets and all ancillary technologies collectively.
- **NFTs or Non-Fungible Tokens:** 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.

## **2. Acceptance of Terms**

By accessing or using the Services, you confirm that you are at least 18 years old or of legal age to form a binding contract in your jurisdiction. If you are using the Services on behalf of an organization, you represent and warrant that you have the authority to bind the organization to these Terms. If you do not agree to be bound by these terms, you may not use the Services. We reserve the right to terminate or restrict your access to the Services for any violation of these Terms.

## **3. Registering With Us**

Access to and use of certain functionalities of the Services requires you to register for a user account (“Account”) with us. If you decide to register an Account with us, you will provide us your name, email address, password, and other registration information to create and access your Account. You agree to provide us with accurate, complete and current information during Account registration and at all other times, and you agree to update all information provided to us or requested by us if, and as soon as, such information changes. You agree to keep your login information confidential and to not authorize any third party to use your Account. We will not be liable for any loss or damage that results from the unauthorized use of your Account, either with or without your knowledge. You are fully responsible for your failure to safeguard information or for permitting any other person to access or use the Services via your Account, and you agree that we may attribute all use of your Account to you. You agree to notify us immediately at [support@gomaestro.org](mailto:support@gomaestro.org) if you suspect any unauthorized use of your Account or any other breach of security. You may not sell or otherwise transfer your Account.

You and Company use electronic means to communicate when you use the Services or send us emails, and when we post a notice on the Services or send you emails. You: (1) consent to receive communications, including notifications, from Company in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in a hard copy writing.

## **4. Changes to Terms**

We may revise these Terms from time to time. Changes will be effective immediately upon posting unless otherwise specified. Your continued use of the Services after the posting of changes constitutes your acceptance of such changes. Please review these Terms periodically.

## **5. Acceptable Use**

All information, materials, and other content provided as a component of the Services (collectively, the “Content”) is the sole and exclusive property of Company or its licensors. Subject to your compliance with these Terms, we grant to you a limited, non-exclusive, non-transferable, non-sub-licensable license to access and use the Services, and to access, use, view, and print any Content, solely for your personal, non-commercial purposes. For the avoidance of doubt, the following activities are permitted under these Terms:

- your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- you may store files that are automatically cached by your Web browser for display enhancement purposes only;
- you may print or download one copy of a reasonable number of pages of the Website or other Content for your own personal, non-commercial use and not for further reproduction, publication, or distribution; and
- if we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

## 6. Prohibited Activities

Except for as expressly authorized elsewhere in these Terms, you may not download, copy, duplicate, sell, print, rent, lease, issue, distribute, transmit, broadcast, modify, perform, display, transfer, upload, post, create derivative works of, exploit, sublicense or otherwise assign to any third party any portion of the Services or the Content. When using the Services, you must not:

- remove any proprietary notices on the Services or Content, or attempt to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management or security system used as part of the Services or Content;
- Violate any Intellectual Property Rights or otherwise infringe or misappropriate the intellectual property, proprietary, or privacy rights of us or any third party;
- make any use of the Services or Content that violates any applicable local, state, national, international or foreign law;
- provide any content, data or information to Company that contains viruses or malicious code or is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable;
- fail to use reasonable efforts to prevent the unauthorized license, access, sale, transfer, lease, transmission, distribution or other disclosure of the Services or Content;
- allow any individual to use any account login credentials (e.g., user identification(s), code(s), password(s), procedure(s) and user keys) issued to, or selected by, Company for someone other than the individual identified in the Account information;
- upload to the Services or otherwise provide to use the personal information of others that you are not authorized to provide;
- communicate the Content to the public, provide or make available any links, hypertext (Universal Resource Locator (URL) address) or otherwise grant access (other than a "bookmark" from a web browser) to the Services, or any part thereof;
- use the Services or Content in a way that suggests you are a representative of Company;
- circumvent the user authentication or security of the Services or any host, network, or account related thereto;
- interfere with or disrupt the proper functioning of the Services, any third-party systems used to host the Services, or other equipment or networks used to provide the Services; or
- cause damage to the Company's business, reputation, employees, members, facilities, or to any other person or legal entity.

In addition to the foregoing, any scraping, automated access, or other unauthorized access to, and storage of, Services or Content will result in immediate termination of your access to the Services.

No right, title, or interest in or to the Services or any Content is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Services or Content not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

## **7. Intellectual Property Rights and the Rights of Others**

Please do not violate the Company's or any third party's Intellectual Property Rights – doing so 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.

The Services and the Content are protected by copyright, trademark, patent, and other intellectual property and proprietary right laws. All title, ownership rights, and intellectual property rights in and to the Services and the Content are owned by us or our licensors. All rights are reserved. The Services and the Content may contain certain licensed materials, and our licensors may protect their rights in the event of any violation of these Terms. As to leave no doubt, 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 intellectual property 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 violate any provision of these Terms 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 infringe the Intellectual Property Rights of us or 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 registered agent a written notification by mail **and** by email to support@gomaestro.org ("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.

**Pursuant to 17 U.S.C. § 512(c), to be effective, all Notifications must include the following:**

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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: Go Maestro Inc. 2025 Guadalupe Street, Suite 260 Austin, Texas 78705. Below is the name and address of our registered agent for copyright infringement issues. Our registered agent for notice of copyright infringement can be reached at:

Name: United States Corporation Agents, Inc. c/o Go Maestro Inc.  
Address: 131 Continental Dr. Suite 305 Newark, Delaware 19713  
Email address: support@gomaestro.org

Please note that under Section 512(f) of the Digital Millennium Copyright Act, any person who knowingly materially misrepresents that material is infringing may be subject to liability. If you are unsure whether material on the Services is infringing, we suggest that you contact an attorney prior to sending notice.

## **8. Links to Other Websites and Services**

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes, among other things, links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## **9. 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:**

- a. YOU: (i) HAVE THE NECESSARY TECHNICAL EXPERTISE AND ABILITY TO REVIEW AND EVALUATE THE SECURITY, INTEGRITY, AND OPERATION OF THE SERVICES; (ii) 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; (iii) KNOW, UNDERSTAND AND ACCEPT THE RISKS ASSOCIATED WITH THE USE OF OUR SERVICES; AND (iv) 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.
- b. 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.
- c. 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.
- d. 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.

- e. MAESTRO DISCLAIMS AND YOU AGREE THAT MAESTRO ASSUMES NO RESPONSIBILITY FOR: (i) 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 (ii), 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.

- I. 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.

## 10. Payment Terms and Fees

**Paid Services:** In addition to offering Free Account (currently branded “Artist”) memberships, we offer paid services, including recurring subscriptions (“Paid Services”). Please see our pricing pages for current features and pricing. Features and prices are subject to change. Additional terms and conditions (to be shown before purchase) apply to custom accounts. All fees may be subject to taxes. All purchases are final and all fees paid are non-refundable, even if your account is later terminated by us. If your account is terminated due to your breach of these Terms, you will not be refunded. If you have questions, please contact us.

**Billing:** Maestro may use a third-party payment processor to process payment and bill you through your account for our Paid Services. By using Maestro, you agree to pay us through a payment processor and agree to the applicable terms and conditions. Maestro reserves the right to correct any errors or mistakes of the payment processor, even if payment has already been received.

**Billing Frequency:** Maestro may charge you on a regular cycle, e.g., monthly, or may charge when your account has accrued a certain amount of charges. Additionally, Maestro reserves the right to bill more frequently, if Maestro reasonably determines the customer is at risk of non-payment or is potentially fraudulent.

**Recurring Billing:** Maestro Paid Services may include an initial period and a recurring period of billing. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY OR ANNUALLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT.

**Auto-Renewal:** Some Paid Services will continually renew automatically unless you have terminated the subscription. Should you terminate the subscription, you will have access to the service until the end of the current period. You may decline to renew at any time prior to the commencement of a renewal subscription. We reserve the right to deny subscriptions, renewals, and other purchases for any reason.

**Payment Collection Failure:** Upon renewal, and for any other charges due, your payment method will be automatically attempted to be charged. If this attempt results in the payment failing for any reason, the payment method may be reattempted additional times. If we do not receive payment from you, you agree to pay all amounts due upon demand, and your Paid Services may be downgraded immediately to the free tier, and all projects linked to the account may be suspended or deleted.

**Payment Disputes:** All payment disputes must be submitted in good faith prior to the Payment Due Date. If Maestro, after conducting a good faith review, determines that a billing error is attributable to Maestro, a credit memo reflecting the incorrect amount will be issued rather than a revised invoice. For unpaid disputed invoices, the credit memo amount will be applied to the disputed invoice, and you will be responsible for paying the remaining net balance. Refunds issued for billing errors under this section will be provided solely as credits toward future services. These Terms do not obligate Maestro to extend credit to any party.

**Usage and Abuse:** To maintain the integrity of our services, Maestro reserves the right to monitor usage for activities that violate or attempt to bypass the restrictions of any applicable plan. If we determine, at our sole discretion, that you or your application have engaged in such activities—or allowed others to do so—we may take corrective actions. These actions may include, but are not limited to, charging for overages, requiring you to upgrade to a higher plan, suspending your use of the services, or terminating your access to Maestro services entirely. This applies to all service tiers, including Free Accounts and Paid Services.

## 11. Early Products

Maestro may provide you access to services or features labeled as early access, developer preview, beta, or similar terms (collectively, "Early Products"). These Early Products are offered under these Terms, along with any additional conditions specified in this section.

By using Early Products, you acknowledge that it is in a preliminary phase and may contain errors, bugs, or other issues. Maestro provides these products "AS IS" and "AS AVAILABLE," with no guarantees regarding performance, reliability, or fitness for any particular purpose. They are not intended for production use, and you should not depend on them for critical operations.

Maestro reserves the right to modify, limit, suspend, or discontinue Early Products (or any part thereof) at any time and at its sole discretion, without prior notice. Additional restrictions, conditions, or requirements may apply to specific Early Products, which Maestro will communicate through its Services, email, or other methods it deems appropriate.

During your use of Early Products, you agree to make reasonable efforts to provide feedback to Maestro, such as suggestions, comments, or issue reports ("Feedback"). You grant Maestro full ownership of all rights to this Feedback, including the right to use it without any obligation to compensate you. Additionally, you agree to keep any Feedback confidential and not share it with third parties without prior written consent from Maestro.

## 12. Service Availability and Uptime

Maestro strives to maintain high levels of availability for its Services. However, we do not guarantee uninterrupted service and may experience downtime for maintenance, updates, or unforeseen circumstances. Users can check the status page at <https://status.gomaestro.org> for real-time updates on service performance.

## 13. Force Majeure

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.

#### **14. International Use**

If you are using the Services or accessing the Content from outside the United States, your information may be transferred to, stored, and processed in the United States where our servers may be located.

The Company makes no representation that the Services or Content are appropriate or available for use in locations outside the United States, and access to the Services or Content from territories where such Services or Content is illegal is prohibited. Those who choose to access the Services and Content from locations outside the United States do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Services or Content in violation of United States export laws and regulations.

If you use the Services or access the Content outside the United States you, (1) consent to the transfer, storage, and processing of your information to and in the United States; (2) will not access or use the Services or Content if you are on the United States Treasury Department's "Specially Designated Nationals and Blocked Persons List," or are located in a country embargoed by the United States; and (3) agree to comply with all local laws, rules, and regulations including all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Services. The Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or that would subject the Company or its affiliates to any registration requirement within such jurisdiction or country.

#### **15. Notice to California Residents**

BY USING THE SERVICES, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

If the Services are at any time deemed an electronic commercial service (as defined under California Civil Code Section 1789.3), California residents are entitled to the following specific consumer rights information:

The provider of the Services is: Go Maestro Inc. 2025 Guadalupe Street, Suite 260 Austin, Texas 78705.

If you should have any further questions, the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

#### **16. Data Privacy and Security**

We value your privacy and security. For details on how your information is handled, please refer to our Privacy Policy. You are responsible for safeguarding your account credentials and notifying us of any unauthorized access or suspected breaches.

## **17. Monitoring and Enforcement**

We have the right to take appropriate legal action, including without limitation, referral to law enforcement for any illegal or unauthorized use of the Services. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

## **18. Notices and Electronic Communications**

By using the Services, you consent to receive electronic communications from us. Notices may be provided via email, notifications within the Services, or other reasonable means. You agree that all communications provided electronically satisfy any legal requirements for written communication.

## **19. Termination**

We reserve the right to terminate or suspend your access to the Services at our sole discretion, without prior notice, for conduct that we believe violates these Terms or is otherwise harmful to Maestro or other users.

## **20. Disputes**

**Binding Arbitration:** These Terms are to be governed by construed under Delaware law, without regard to its conflicts of laws provisions. Any legal suit, action, or proceeding arising from, or related to, these Terms or the Services shall be resolved exclusively through binding arbitration in New Castle County, Delaware, in English, through Judicial Arbitration and Mediation (“**JAMS**”) and in accordance with JAMS’ Streamlined Arbitration Rules and Procedures of 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 in New Castle County, Delaware. Notwithstanding the foregoing, each party shall have and retain the right to pursue injunctive or other equitable relief at any time from a court of competent jurisdiction. You and the Company 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 (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, THE CAUSE OF ACTION OR CLAIM WILL BE PERMANENTLY BARRED.

## **21. General**

- a. 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.
- b. If you would like to report a vulnerability or have a security concern regarding our Services, please email [support@gomaestro.org](mailto:support@gomaestro.org).
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. Except as otherwise expressly specified in these Terms, all notices, permissions and approvals must be in writing and will be deemed to have been given only upon: (i) personal delivery; (ii) the fifth (5<sup>th</sup>) business day after mailing; (iii) the first (1<sup>st</sup>) business day after sending by email; or (iv) the second (2<sup>nd</sup>) business day after being sent by internationally-recognized overnight courier. Notices must be addressed as follows: if to us, to United States Corporation Agents, Inc. c/o Go Maestro Inc. 131 Continental Dr.

Suite 305 Newark, Delaware 19713 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 these Terms 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.

## **22. Contact Information**

For any questions or concerns regarding these Terms, please contact us at:

**Email:** [support@gomaestro.org](mailto:support@gomaestro.org)

**Mailing Address:** 2025 Guadalupe Street, Suite 260, Austin, Texas 78705