

USER AGREEMENT

1. General

1.1. This User Agreement regulates access to and use of the website www.ageofmars.io, as well as access to any software, information, hardware, any updates (including software maintenance, reference content, etc.) directly or indirectly provided to the User by the Site Operator (collectively referred to as “Services”).

1.2. Mars Metaverse is a website and a mobile application that allows the User to participate in the game process. The Site serves as a platform that provides the gameplay and transactions for the acquisition of NFTs.

1.3. This Agreement is concluded between the User and Age of Mars LTD.

1.4. Age of Mars LTD. is registered under the laws of China, certificate 3166866, office 1703, Taikoo Place, 979 King’s Rd, Quarry Bay, Hong Kong (hereinafter the “Site Operator”).

1.5. This User Agreement is a legal agreement with the full scope of rights and obligations between the User and Site Operator.

1.6. Registration of the User’s account is a sufficient confirmation of the fact that the User has read and accepted all the conditions stated in this Agreement. If the User does not agree with the provisions hereof, the User has no right to use services of the Site.

2. Terms and Definitions

2.1. Terms and definitions used in these Terms and Conditions:

AML (Anti-Money Laundering) - a set of procedures, laws and regulations aimed at stopping the activity of obtaining proceeds of crime or through other illegal actions.

KYC - the process of verifying the User’s identity and assessing potential risks of committing illegal activities.

NFT (“**non-fungible token**”) - a type of cryptographic token, each instance of which is unique (specific) and cannot be exchanged or replaced with another similar token. A non-fungible token is a cryptographic certificate of a digital object with the ability to transfer the certificate through a blockchain mechanism.

Authorization is the process of analysis and comparison of the Authentication data entered by the User, the results of which determine whether the User has the right to access the Site. Authorization is performed by the Site Operator using hardware and software tools.

Authentication data is a unique username (login) and password for logging in to the account. Authentication data is assigned to the User at the moment of their registration on the Site.

Basic game assets - in-game digital assets and resources owned by the User - hydro plants, greenhouses, chemical plants, lands.

Account access blocking - technical restriction of access to the Site, when the User cannot use the Services of the Site Operator. Blocking is performed by the Site Operator, including at the User’s request, in the cases and under the conditions specified in this Agreement.

Blockchain - a system in which records of transactions made with digital assets are stored on several computers connected in a peer-to-peer network.

Identification is a set of measures (procedures) for establishing information about the User (according to certain internal normative documents of the Site Operator).

Use of the Site - performing any actions by the User, aimed to manage the User’s account, access to the User’s digital assets, receiving consolidated information about performed transactions, as well as other services, provided by the Site Operator.

User is an individual, who has the necessary legal capacity to carry out transactions, has taken actions aimed at the conclusion of this Agreement, and possesses the Authentication data for access to the Site. A legal entity cannot be a User of the service. A sole entrepreneur may be a User of the Service on condition that the registration of the User’s account and further use of the Site is performed by such sole entrepreneur only for personal purposes, not related to entrepreneurial activities.

Intellectual property rights are patents, rights to inventions, copyrights and related rights, trademarks, trade names, related rights, right of public use, trade secrets, domain names, rights of appearance, rights of business connection and reputation of an enterprise and right to sue for counterfeiting, rights of protection against unfair competition, rights to samples, rights to computer software, rights to databases, rights to topography, moral rights, rights to confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case, whether registered or unregistered, including all applications for renewal or extension of such rights, and all similar or equivalent rights or forms of protection anywhere in the world.

Account – User’s account on the Site, which allows User accessing and using services, and viewing and managing his or her personal data. User account is not a bank account, deposit account, savings account, current account, or any other type of asset account and shall not be characterized as a banking product or service.

Digital Tokens - Blockchain-based assets or rights.

3. Acquisition of the Basic Asset, NFT

3.1. NFTs are intangible digital game assets. Every basic game asset is linked to a non-fungible token (NFT) in the Binance Smart Chain blockchain.

3.2. The User can purchase the basic game asset by purchasing the corresponding NFT in the official Meta Mars Marketplace. All transactions related to the NFTs are managed and validated through the Binance Smart Chain blockchain.

3.3. The value of NFTs is expressed in the cryptocurrencies available for purchase and is indicated on the Site. The minimum purchase value of NFT is tied to the dynamics of the game token that generates this basic game asset.

3.4. By purchasing a basic game asset, the User acquires and owns a corresponding NFT.

3.5. After purchasing the NFT by the User, the User places the basic asset on the playing field and begins to participate in the game process.

3.6. Every basic asset is represented by six types of rarity NFTs, which differ in the number of issues and starting prices of NFTs. The more expensive the NFT, the higher its base yield and financial potential.

3.7. The gradual acquisition of new NFTs allows the User increasing the production of game tokens and expanding gameplay capabilities. The value of NFTs is increased in proportion to the rate of game tokens.

3.8. The User has the right to withdraw the corresponding NFT to his MetaMask wallet or TronLink wallet compatible with the Non-Fungible Token (NFT) standard in the Binance Smart Chain network. Withdrawal of NFT is carried out on the basis of a smart contract. User’s ownership of NFT is regulated solely by the smart contract and the Binance Smart Chain network.

3.9. When making a transaction, Binance Smart Chain charges a fee for each transaction that takes place in the Binance Smart Chain network.

3.10. The Site Operator has no control over the Binance Smart Chain network, MetaMask/TronLink Wallet and makes no guarantees about the proper execution of smart contracts. The Site Operator has no control over the process of transactions, and the Site Operator has no ability to cancel the transactions at the User’s request.

3.11. The Site Operator shall not be liable to the User or any third party for any losses that may arise as a result of transactions made through the Binance Smart Chain network.

3.12. The User is solely liable for payment of any and all taxes and fees that may now (or in the future) be imposed by any governmental authority (collectively, the “Taxes”) and that are payable as a result of User’s ownership of NFT, or as a result of User’s transactions with NFTs.

4. Game Process and Tokens

4.1. The Mars Metaverse is the world’s first metaworld, which is a virtual world of the red planet, Mars.

4.2. The Meta Mars Game is the stage of creating a habitable planet: obtaining water, generating oxygen, making rocket fuel, and then distributing the territories of Mars.

Hydraulic power plants, greenhouses, factories and lands are basic assets and resources created as a digital object and recorded as unique NFTs. All of the game’s basic assets have original illustrations, parameters, and vary in rarity.

4.3. The basic game assets generate game tokens, which are the User’s income.

- Hydraulic power plants are for extracting water from the ground and atmosphere of Mars. The basis of life and industry on the planet. The unit of water is a WR (Water) token.

- Greenhouses - with plants for generating oxygen the basis of life and industry on Mars. The unit of oxygen is the OX (Oxygen) token.

- Chemical Plants - making rocket fuel for further colonization of Mars. The unit of fuel is FL (Fuel) token.

- Habitable Territories - the right to own parts of inhabited Mars. The owners of the territories get rent. The unit of rent is the Meta Mars Token, which is the main token that unlocks all the benefits of the next stage - the Mars Metaverse.

4.4. The gameplay involves sequential access to three basic assets: hydro plants, greenhouses, and chemical plants. Possession of a subsequent asset is impossible without the presence of the previous one.

4.5. Every upgrade of a basic game asset reduces the cost of maintaining the asset, and increases the storage capacity. An upgrade of the basic game asset gives the User access to the next game asset with a higher yield.

4.6. Mars Metaverse - a stage in the creation of a full virtual planet - Mars. The Meta Mars Token is the basis of the economy of the Mars metavirtual universe.

4.7. The rate of all tokens is dynamic, their value changes as the game develops and becomes more popular.

5. Registration, Account and Identity Authentication

5.1. Account Registration

5.1.1. Before using the Site Services the User shall register an account. Registration of the account is possible only through a referral link received from the Partner of the Site Operator.

5.1.2. During registration the User shall specify his/her name and e-mail address, and accept the terms of this Agreement, the Privacy Policy and other rules of the Site Operator.

5.1.3. The User shall provide complete and accurate information when registering an account. The User shall update the personal information in case of changes in the data.

5.1.4. The Site Operator shall be entitled, at its own discretion, to refuse the User in creating an account.

5.1.5. By registering on the Site the User guarantees that: (a) the User as an individual is aged at least 18 or the User has reached the age of majority to enter into a binding contract in accordance with applicable law; (b) as an individual the User has full legal capacity and sufficient authority to accept the terms of this Agreement; (c) the User's account has not been previously suspended or blocked; (d) the User does not currently have an account registered on the Site;

5.1.6. The User has the right to use the Site Services only if it is not prohibited by the laws of the country of the User's residence. The User shall make sure that the terms of this Agreement comply with the legislation in force in his (her) place of residence before using the services of the Site.

5.1.7. The Site Operator has the right to collect and use information about the User from third parties, in order to conduct AML / KYC verification.

5.2. Identity Authentication

5.2.1. The registration of the account is recognized by the Site Operator as the User's consent to provide the necessary personal data to verify the User's identity. Such information is only used to verify the User's identity and detect traces of money laundering or other criminally obtained property. The User's identity authentication is carried out in compliance with the terms of the Privacy Policy.

5.2.2. The Site Operator shall constantly monitor the accounts for suspicious activity of the Users, in accordance with the Anti-Money Laundering Policy (AML) and Know Your Customer Policy (KYC). At the Site Operator's request, Users shall provide information to confirm their identity, address and source of funds. The Site Operator shall collect, use and transfer such information in accordance with the Privacy Policy.

5.2.3. The Site Operator keeps records of this information for the period of the User's account activity, and for five years after the account is closed, in accordance with global industry standards for data storage.

5.2.4. By registering the account, the User consents to the Site Operator to conduct necessary investigations directly or through third parties to check personal information in order to protect the Site Users against financial crimes. The information required to verify the User's identity may include, but is not limited to, name, email address, contact information, phone number, state identification card, date of birth and other information collected during the registration of the account.

If the Site Operator has any reasons to believe that the information provided by the User is incorrect, false, irrelevant or incomplete, the Site Operator sends a notice to the User with a demand to correct it by e-mail to the e-mail which was specified by the User during the registration of the account.

5.1.5. If the Site Operator can't confirm the identity or authenticity of the User's documents, the User will be denied the registration of the account.

5.1.6. If the Site Operator can't contact the User based on the provided contact information, the User is fully liable for any losses or expenses incurred by the Site Operator while using the Site Services by the User.

5.1.7. The User is solely liable for the actions made with the account, as well as for the safety of the identifiers, passwords, hints or any other codes, which are used for the access to the account.

5.1.8. The Site Operator shall keep the information about the User, including the User's records and transaction history, for five years or a longer period, in accordance with the legislation in force.

5.1.9. In cases, stipulated by the legislation, the Site Operator is obliged to inform competent authorities about any unusual transactions or any suspicions connected with financial crimes or illegal activity.

5.3 After completing account registration and identity authentication, the User shall be entitled to use various services of the Site, in accordance with the provisions hereof.

5.4. Account Blocking and Suspension

5.4.1. If the User suspects or becomes aware of unauthorized use of the account, the User shall immediately notify the Site Operator. The Site Operator shall be not liable for any losses or damages resulting from the use of the account by the User or any third party with or without the User's permission.

5.4.2. The Site Operator reserves the right to suspend or terminate the User's access to the account at his own discretion, with or without giving the reason, with or without a notice, without any obligations. The Site Operator may suspend or terminate a User's access to an account in the following cases: (a) for actual or suspected violation of this Agreement; (b) use of the Site Services in a manner that may subject the Site Operator to legal liability or violate the rights of others to use the Site Services; and; (c) planned downtime and periodic outages, or unplanned technical problems and downtime.

5.4.3. If at the time of blocking the User's account, there are remaining digital assets on the account balance, the Site Operator will transfer the remaining digital assets to the User's Binance Smart Chain wallet.

5.5. The User has the right to close the account at their own discretion, notifying the Site Operator. After closing the account, the User agrees: (a) to continue to comply with this Agreement; (b) to immediately stop using the Site Services; (c) that the Site Operator reserves the right (but not the obligation) to delete all of the User's information and account data; (d) that the Site Operator has no liability to the User or any third party for termination of access to the account, and for the removal of the account data.

5.6. The Site Operator has the right, in accordance with the provisions of the Privacy Policy, to disclose information about the User or the transactions performed to third parties, in the following cases (a) for the purpose of conducting our AML and KYC audits and complying with applicable laws; (b) to comply with any request or order of any governmental authority or competent court.

5.7. The Site Operator may require the User to provide additional information and documents, based on a request from any competent authority.

5.8. The Site Operator may also require the User to provide additional information and documents in cases where the Site Operator has reason to believe that:

- The User uses the Site (or any part of it) for money laundering or other criminally derived property;
- The User has provided false identification information and other data;
- and/or transactions performed by the User have been in violation of this Agreement. In such cases the

Site Operator at its own discretion can suspend the User's access to the account until such additional information and documents are checked by the Site Operator and acknowledged as complying with the requirements of the applicable legislation. If the User fails to provide complete and accurate information and documents in response to such request, the Site Operator may deny the User further access to the Site.

5.9. All the provisions of this Agreement, which by their nature should remain in force after the termination of the account shall remain in force, including, but not limited to the provisions on ownership rights, disclaimer of warranties, indemnification of losses and limitation of liability.

6. Security of the User's Account

6.1. The Site Operator is committed to maintaining the security of the User's account, and has implemented standard protection for the Site Services.

6.2. The User shall check and protect his authentication data for access to the account (such as username and password) as confidential information and not disclose such information to third parties.

6.3. The User is solely liable for taking the necessary security measures to protect the account and personal information. The User is also liable for maintaining control over any and all Login IDs, passwords, private keys, personal identification numbers, and any other codes the User uses to access the account.

6.4. The User is solely liable for the security of the private keys for the wallets, as well as safe backups. If the account is used without the User's permission, or if the account reflects actions or transactions that the User did not perform, the User shall immediately notify the Site Operator by e-mail to the Technical Support address www._____.

6.5. The User shall to provide third parties access to the account on their behalf.

6.6. The Site Operator shall not be liable for any losses or consequences caused by authorized or unauthorized use of the User's account, including, but not limited to, disclosure of information, etc.

6.7. The User guarantees that all digital assets in the User's account are free of any claims, debts, liens or interests of third parties.

7. Rights and Obligations of the Site User

7.1. The User shall comply with applicable law, and not use the account for transactions or activities that are illegal or violate applicable law.

7.2. The User shall not assign or transfer any of their rights arising out of this Agreement, by transferring access to their account on the Site.

7.3. The User is prohibited to and it is a violation of this Agreement:

- modify the basic asset and NFT in any way, including but not limited to forms, drawings, attributes, color schemes;
- using any basic asset or NFT create a similar or derivative NFT based on the basic asset. Such use is an infringement of intellectual property rights, which may result in damages to the Site Operator;
- use the basic asset or NFT to advertise, market or sell any third-party products or services;
- use the basic asset or NFT in movies, videos or any other form of multimedia, except as expressly provided in this Agreement, or solely for personal, non-commercial use;
- attempt to register a trademark, copyright or otherwise acquire additional intellectual property rights in the basic asset or NFT.
- profit from assisting other users or offering to assist other users to obtain an advantage obtained by circumventing the general rules and regulations of this Agreement. This includes, for example:
 - joining forces with rogue users;
 - joining forces with experienced users to increase the level of a basic asset in areas of the game normally reserved for beginners.

7.4. Due to the fact that the basic asset contains intellectual property of third parties, the User agrees that: (a) the User has no right to use such intellectual property of third parties, except as provided by the license and with the restrictions specified in this Agreement; (b) depending on the nature of the license provided by the owner of the intellectual property, the Site Operator may need to introduce additional restrictions on the right to use the basic asset, about which the Site Operator shall be notified by the User. The User is liable for observance of all mentioned restrictions from the moment of receipt of the Site Operator's notification. Failure to comply with this requirement will be considered a violation of the license.

7.5. The restrictions stipulated in this section of the Agreement shall remain in force after the expiration or termination of this Agreement.

7.6. The User shall use the Site only for lawful purposes and in compliance herewith.

7.7. The User shall not: (a) use any external links, web scanners, bots, or other automatic devices, programs, scripts, algorithms or methods, any similar or equivalent manual processes to access, bypass the navigation structure of the Site services, to obtain or try to obtain any materials, documents or information in any way not provided through the Site services; (b) try to access any part of the Site functions without authorization or connect to the Site services or any other systems or networks, by hacking, password mining or any other illegal or prohibited activities; (c) scan or test vulnerabilities in the Site or any network, or breach any security or authentication measures; (d) search, trace any information about other Users or visitors to the Site Services; (e) take any action that places an unreasonable or disproportionate burden on the Site systems or networks infrastructure; (f) Use any device, software or standard program to interfere with the normal operation of the Site Services or any transaction on the Site Services; (g) impersonate another person or otherwise manipulate an identity;

7.8. The User also may not use the Site: (a) for any illegal purposes, including fraud and money or other criminal assets legalization, as well as for any purposes prohibited by regulations, laws, decrees or other governmental or regulatory restrictions; (b) for debt collection purposes; (c) in any way that could lead to complaints, cancellation, refunds, commissions, penalties, fines or other liability to the Site Operator, other users, third parties or other third parties.

7.9. The User shall (a) not create user accounts using automated means; (b) access and use the Site in order to create products or services, which can compete with any of products or services of the Site Operator.

8. **Liability and No Guarantees**

8.1. The Site Operator shall do its best to make the Site Services work properly, meet the satisfactory standard of software operation and be available to the User all the time. However, some functions of the Site depend on networks and connections, which are beyond control of the Site Operator.

8.2. The Site is provided on "as is" and "as available" terms without any guarantees or assurances.

8.3. 8.3. The Site Operator does not guarantee that the Site will be available at any time, in all territories all over the world and/or on all devices. The Site Operator reserves the right to stop providing all or part of the Site Services at any time.

8.4. 8.4. The Site Operator does not guarantee that the Site functioning will not be interrupted due to technical reasons. The Site Operator does not guarantee the accuracy, relevance and completeness of the data on the prices of digital assets available through the Site.

8.5. The Site Operator takes all possible and reasonable efforts to process the User's requests for transactions in time. The operator of the Site gives no guarantees regarding the amount of time needed for the completion of the transactions processing.

8.6. The Site displays rate data that is generated and downloaded from the Binance Smart Chain blockchain.

8.7. The User shall independently evaluate the information and data on the value of assets and make his/her own decision to make a transaction at his/her own risk.

8.8. Any calculations displayed in User's account are for informational and educational purposes only. These calculations are not value projections, and these calculations are not future value projections and do not constitute financial or investment advice to transact with NFT.

8.9. The Site Operator shall not be liable to User for any loss or damage that User incurs as a result of using Binance Smart Chain, MetaMask/ TronLink Wallet or other electronic wallet, including, without limitation, any loss or damage resulting from: (a) User errors, such as forgotten passwords or misinterpreted smart contracts or other transactions; (b) server failure or data loss; (c) damaged wallet files; or (d) unauthorized access or actions by third parties, including but not limited to the use of viruses, phishing or other means of attack on the Site, Binance Smart Chain network, MetaMask/ TronLink wallet, or other electronic wallet.

8.10. The Site Operator shall not be liable for damages related to the blockchain or any other features of the Binance Smart Chain network, MetaMask/ TronLink wallet.

9. Intellectual Property and Terms of the License

9.1. All intellectual property rights in the Site Services, as well as all content and logos belong to the Site Operator, and have all relevant licenses. The User has no right to copy or use any part of this intellectual property without the prior consent of the Site Operator.

9.2. Nothing in this Agreement gives the User any intellectual property rights, except for the right to use the services of the Site and download mobile application on his/her device for accessing the services of the Site.

9.3. The Site Operator provides the User with a revocable, limited, free, non-exclusive, non-transferable and non-censorship license to access and use the Site through the User's computer or other devices having access to the Internet for personal purposes.

9.4. Any text, graphics, user interfaces, visual interfaces, photographs, sounds, flow charts, computer code (including HTML code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, appearance and layout of any content included in or provided through the Site are owned, controlled and/or licensed by the Site Operator or its affiliates.

9.5. The materials of the Site Operator are protected by copyright, patent and trademark laws, international conventions and other relevant applicable laws. The User has no right to use the materials of the Site Operator without prior written consent of the Site Operator.

9.6. The Use of the Site does not grant the User ownership or any other rights with respect to the basic asset, content, code, data or other materials of the Site Operator that the User may access on the Site.

9.7. The Site Operator grants the User a limited non-exclusive, non-transferable, royalty-free license to use, copy and display NFT solely for the following purposes:

- for personal, non-commercial use;

- as part of a trading platform that allows the purchase and sale of NFT, provided that the trading platform cryptographically verifies each owner's rights to display NFT to ensure that only the actual owner of the NFT can use the basic asset of the game.

9.8. This license set forth in this section applies only if the User continues to own the corresponding NFT. In the event that the User sells, exchanges, donates, gives away, transfers or otherwise disposes of an NFT, this license will immediately terminate with respect to the User and that NFT without notice, and the User will no longer have rights to the basic asset and the associated NFT.

10. Declaration of Risk Disclosure

10.1. Before using the services of the Site, the User shall make sure that he fully understands the risks involved and can afford to assume them.

10.2. The risks listed below are intended to give the User a general idea of the risks associated with digital assets, but cannot cover all possible risks.

10.3. The User's account is not a current or savings account, and is not covered by insurance against loss.

10.4. Digital Assets are not regulated in many jurisdictions and their status may change. If the User is located in a country where it is illegal to buy and sell digital assets, the User's account may be blocked. The User shall make sure that he/she has the right to buy and sell digital assets legally.

10.5. Markets for digital assets can be unstable and prices can fluctuate significantly, which can lead to a sudden and significant increase or decrease in the value of User's digital assets. Trading markets are volatile and change rapidly in terms of liquidity, market depth and trading dynamics. As with any asset, there is a significant risk of economic loss when buying, selling, holding or investing in digital assets and their derivatives.

10.6. The value of digital assets may be determined by the continued willingness of market participants to exchange digital assets for fiat currencies or other digital currencies. Changes in these reasons can lead to an irreversible and total loss of value of a particular digital asset. Volatility and unpredictability of the price of digital assets can lead to significant losses in a short period of time.

10.7. Before executing any transaction, the User shall make sure that he understands and has independently evaluated the suitability and economic viability of the transaction and the nature and degree of preparedness for the risk of loss. Past results are no guarantee of future results.

11. Dispute Settlement and Governing Law

11.1. If any third parties (including other Users, or competent authorities in any jurisdiction) have claims or legal action against the User, the Site Operator has the right to block the User's account until the legal process is over.

11.2. The Site Operator may take actions for compliance with the lawsuit without any liability to the User, provided that any such action is appropriate under the circumstances.

11.3. If the Site Operator incurs any costs in connection with any litigation, including, but not limited to, the fees of law firms, the Site Operator may deduct such costs and fees from the User's account without prior notice, or the Site Operator may directly bill the User for such costs and fees.

11.4. This Agreement and the User's use of the Site shall be governed by and construed in accordance with the legislation of the People's Republic of China. The User agrees to submit to the exclusive jurisdiction of the courts of the People's Republic of China. A printed version of this Agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

11.5. Any cause of action arising out of or related to the use of the Site shall be commenced no later than 6 months after the cause of action arises; otherwise such cause of action shall be barred at all times.

12. Final Provisions

12.1. Unless otherwise specified in this Agreement, all notices hereunder shall be sent by email.

12.2. The Site Operator shall notify the User of changes in the terms of this Agreement by: (a) publishing the revised terms on the Site; (b) sending a notice to the User by email to the email address specified by the User; (c) notifying the User when logging in to the Site.