

Metaverse For Domains Terms of Service Agreement

This Agreement contains the complete terms and conditions upon which we offer you participation in the Metaverse For Domains Program (the "Program"). Acceptance of this Agreement by participation or continued participation in the Program on or after the effective date creates a binding legal agreement that you will use our Metaverse For Domains program or its partners only in a manner that is consistent with this Agreement.

As used in this Agreement, "we" means Metaverse, "you" means the domain owner, and "our Website" means www.metaverse.com and any similarly branded websites operated by us.

1. Enrollment in the Metaverse For Domains Program

To begin the enrollment process, you will need to accept the terms of service agreement for your domain. We may reject your domain for any reason at our sole discretion. We generally reject applications in which the subject matter of the domain:

- Promotes violence;
- Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Promotes illegal activities or are intended to harass or defame anyone;
- Includes "Metaverse", "Liebermans", "Fulcrum Gallery", "Poster Hero" or variations or misspellings thereof in their domain names
- Otherwise violates our intellectual property rights or the intellectual property rights of others.
- Is not relevant to retail products we offer.

If we reject your domain, you are welcome to reapply to the Program at any time. If we accept your application, we reserve the right to terminate your participation in the Program for any reason in our sole discretion immediately without prior notice.

2. Domain Ownership

The ownership of the domain remains exclusively with the applicant. Nothing in this agreement gives Metaverse any claim of ownership to the domain hosted by us.

3. Restrictions and Prohibited Activity

You may not, directly or indirectly:

- (a) Purchase or register domains or search engine keywords, AdWords, search terms or other identifying terms that include the word "Metaverse", "Liebermans", "Fulcrum Gallery", "Poster Hero", or any variations thereof. Variations include foreign country or other top-level domain extensions.
- (b) Misrepresent Metaverse's brands including our URL, logos, trademarks and tradenames, or misrepresent that either you or your website are Metaverse;
- (c) Engage in any conduct that violates the CAN-SPAM Act of 2003, as amended, or any similar privacy or data protection law of any jurisdiction;
- (d) Enable any sales or clicks to be made that are not in good faith, including, but not limited to, by means of any device, program, robot, Iframe, hidden frame or redirect;
- (e) Use any device or technology that will replace, intercept, interfere, hinder, disrupt or otherwise alter in any manner a Web user's access, view or usage of, the website of any affiliate of ours in a manner that causes or otherwise results in a different experience from what was otherwise intended by our content domain; or
- (f) Use any device or technology that will block, alter, direct, redirect, substitute, insert, append itself to, or otherwise intercept or interfere in any manner with any click through or other traffic-based transaction that originated from the website of any content domains of ours with the result of reducing any compensation or other payment earned by or owing to such content domain.

(g) Issue or post any press release or other broad-based communication regarding your participation in the Program without our consent.

We reserve the right to modify these rules at any time. If we determine, in our sole discretion, that you have violated any of the foregoing restrictions, we may (without limiting any other rights or remedies available to us) withhold any commission otherwise payable to you under this Agreement and/or terminate this Agreement. If we are required to enforce any of the foregoing restrictions, you will be obligated to reimburse us for any attorneys' fees incurred in connection therewith.

4. Order Processing

We will process product orders placed by customers who purchase from your website. We reserve the right to reject orders that do not comply with any requirements that we periodically may establish. We will be responsible for all aspects of order processing and fulfillment. Among other things, we will take orders, process payments, cancellations, and returns, and handle customer service. We will track sales made to customers who purchase products from your website and will make available to you reports summarizing this sales activity. The information will be available utilizing the partner's domain console.

5. Commission

Subject to the terms and conditions of this Agreement, you will be eligible to earn commission on net product sales. Net product sales are calculated as the retail product subtotal, exclusive of shipping charges, promotional discounts or sales tax (initially collected solely on Orders shipped to New Jersey). Any valid product returns or cancellations will void the product commission for the amount returned or cancelled. For a product sale to be eligible for commission credits, the customer must select and purchase the product on your website, accept delivery of the product at the shipping destination, and remit full payment to us. As a condition precedent to the right to receive any commission hereunder, you agree that you will cash or deposit any commission check sent to your address of record within 90 days of the date of the check. Any failure to cash or deposit any such check within such period will cause any commission obligations associated with such check to be void ab initio.

You will accrue commission on all product sales at the rate of twenty percent (20%).

6. Commission Payment

No commission will be earned or payable unless and until you have in prior months accrued commissions of at least \$20.00. We pay commission on a monthly basis, thirty (30) days following the end of each calendar month, for those content domains that satisfy the minimum commission rule we will send a check equal to the commissions accrued based on your Qualifying Revenues during that month. However, if the commissions accrued by you for any month are less than \$20.00 (for U.S. domains) or \$100.00 for (non-U.S. domains), we will hold payment of commission until you're your accrued commission credits exceed \$20.00 (for U.S. domains) or \$100.00 (for non-U.S. domains). If a product that generated commission credits is returned by the customer, we will deduct the corresponding commission from your next commission payment.

7. Policies and Pricing

Customers who buy products through the Program will be deemed to be customers of Metaverse.com. Accordingly, all of our rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time.

8. Responsibility for the Content Site

We will be solely responsible for the development, operation, and maintenance of your website and for all materials or content that appear on your website.

9. Representations and Warranties

You hereby represent and warrant to us as follows:

(a) This Agreement constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.

(b) Any information you provide to us in connection with your participation in the Program will be true and correct.

(c) The execution, delivery, and performance by you of this Agreement and the consummation by you of the transactions contemplated hereby shall not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (i) any provision of law, rule, or regulation to which you are subject, (ii) any order, judgment, or decree applicable to you or binding upon your assets or properties, (iii) any provision of your by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to you or binding upon your assets or properties.

(d) No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by you in connection with the execution, delivery, and performance of this Agreement or the taking by you of any other action contemplated hereby.

9. Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Program Application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. You are only eligible to accrue commission credits on Qualifying Revenues occurring during the term of this Agreement, and commission earned through the date of termination will remain payable, subject to Section 5 above, only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

10. Modification

We may modify any of the terms and conditions contained in this Agreement at any time in our sole discretion by posting a change notice or a new agreement on our Website. Modifications may include, for example, changes in the scope of available commission credits, commission credit rates, payment procedures, and Program rules. We typically announce substantive changes to the terms of this agreement by email. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the program following our posting of a change notice or new agreement on our Website will constitute your binding acceptance of the change. Terms of service are posted at www.metaverse.com/domains/termservice.

11. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your website or otherwise, that reasonably would contradict anything in this Agreement.

12. Limitation of Liability; Indemnification

We will not be liable for indirect, special, or consequential damages (or any loss of revenue or profits) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total commission paid or payable to you under this Agreement within the last six (6) months.

Unless you notify us of an asserted discrepancy in your commission payments within six (6) months from the date of the applicable payment, such payment shall be deemed accepted and no protest shall be allowed.

You hereby agree to indemnify and hold harmless Metaverse Corporation and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in

respect thereof) arise out of or are based on (a) any claim that your use of any trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (b) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (c) any claim related to your acts, omissions or website not attributable to us.

13. Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our Website will be uninterrupted or error free, and we shall not be liable for the consequences of any interruptions or errors.

14. Independent Investigation

You Acknowledge That You Have Read this agreement and agree to its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this agreement or operate websites that are similar to or compete with your website. You have independently evaluated the desirability of participating in the program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

15. Miscellaneous

This Agreement will be governed by the laws of the State of New Jersey, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. If any term, clause or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms.