

METATICKET — TERMS OF SERVICE

Last Updated: [Date]

1. ACCEPTANCE OF TERMS

1.1 These Terms of Service (“Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and **MetaTicket LLC**, a Georgia limited liability company with its principal place of business in Atlanta, Georgia (“MetaTicket,” “we,” “us,” or “our”).

1.2 By accessing or using the MetaTicket platform, website (metaticket.org), mobile application, or any related services (collectively, the “Platform”), you acknowledge that you have read, understood, and agree to be bound by these Terms, our [Privacy Policy], and our [NFT Purchase Agreement].

1.3 If you do not agree to these Terms, you must immediately cease all use of the Platform.

1.4 We reserve the right to modify these Terms at any time. Material changes will be communicated via email or Platform notification at least **thirty (30) days** before taking effect. Continued use of the Platform after the effective date of modifications constitutes acceptance of the updated Terms.

2. ELIGIBILITY

2.1 You must be at least **eighteen (18) years of age** (or the age of majority in your jurisdiction, whichever is greater) to create an account, purchase NFT Tickets, or use the Platform.

2.2 By using the Platform, you represent and warrant that:

(a) You meet the minimum age requirements;

(b) You have the legal capacity to enter into a binding agreement;

(c) You are not prohibited from using the Platform by any applicable law or regulation;

(d) Your use of the Platform complies with all applicable laws in your jurisdiction, including laws related to digital assets, event ticketing, and consumer protection;

(e) If you are using the Platform on behalf of an organization, you have the authority to bind that organization to these Terms.

2.3 We reserve the right to verify your identity and eligibility and to refuse service at our discretion.

3. ACCOUNT REGISTRATION AND SECURITY

3.1 Account Creation. To purchase NFT Tickets or access certain Platform features, you must create an account by providing accurate and complete registration information.

3.2 Digital Wallet. Certain Platform functions require you to connect a compatible digital cryptocurrency wallet (“Wallet”). You are solely responsible for the security of your Wallet, including your private keys, seed phrases, and access credentials. MetaTicket does not have access to, and cannot recover, your Wallet private keys.

3.3 Account Security. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must immediately notify MetaTicket of any unauthorized use or suspected security breach.

3.4 Account Termination. We may suspend or terminate your account if we reasonably believe you have violated these Terms, engaged in fraudulent activity, or pose a risk to the Platform or other Users. You may close your account at any time by contacting us, subject to the completion of any pending transactions.

4. PLATFORM SERVICES

4.1 Description. MetaTicket provides a blockchain-based event ticketing platform that enables:

- (a) **Event Discovery** — browsing and searching for events listed by verified event organizers and venues;
- (b) **NFT Ticket Purchase** — purchasing event admission tickets issued as Non-Fungible Tokens (“NFT Tickets”) on a supported blockchain network;
- (c) **Secondary Market** — reselling or transferring NFT Tickets to other Users, subject to applicable restrictions and Smart Contract terms;
- (d) **Smart Contract Royalties** — automatic distribution of royalties to artists and event organizers on Secondary Sales, as encoded in the applicable Smart Contract;
- (e) **Admission Validation** — verifying NFT Ticket ownership for event entry.

4.2 Platform Role. MetaTicket acts as a **technology platform and marketplace facilitator**. MetaTicket is not the event organizer, promoter, or venue operator for events listed on the Platform, except where expressly stated. The contractual relationship for event admission is between the User and the event organizer or venue.

4.3 Availability. We strive to maintain continuous Platform availability but do not guarantee uninterrupted service. The Platform may be temporarily unavailable due to maintenance, upgrades, blockchain network conditions, or circumstances beyond our control.

5. NFT TICKET PURCHASES

5.1 Nature of NFT Tickets. When you purchase an NFT Ticket, you receive:

- (a) A **revocable license** granting admission to the specified event, subject to the event’s terms and conditions, venue policies, and applicable law;
- (b) A **digital collectible token** recorded on the blockchain, which may retain collectible value after the event;

(c) **No ownership interest** in MetaTicket, the event organizer, the venue, or any intellectual property rights beyond the limited license to display the NFT Ticket for personal, non-commercial purposes.

5.2 Purchase Process. All NFT Ticket purchases are subject to:

- (a) Availability — tickets are sold on a first-come, first-served basis;
- (b) Payment of the listed ticket price plus applicable Service Fees, Processing Fees, and Gas Fees;
- (c) Successful completion of the blockchain transaction;
- (d) Compliance with any event-specific purchase limitations (e.g., maximum tickets per person).

5.3 Pricing Transparency. In accordance with our commitment to transparent pricing, MetaTicket will disclose the following for each NFT Ticket listing:

- (a) The base ticket price set by the event organizer;
- (b) The MetaTicket Service Fee;
- (c) The estimated Payment Processing Fee;
- (d) The estimated Gas Fee (which may vary based on blockchain network conditions at the time of purchase);
- (e) Any applicable taxes.

5.4 Finality of Purchase. Completed NFT Ticket purchases are **final**. Because blockchain transactions are generally irreversible, refunds are subject to the cancellation and refund policy of the specific event organizer, as set forth in Section 7. MetaTicket does not guarantee refunds for any NFT Ticket purchase.

5.5 Securities Disclaimer. NFT Tickets are intended solely as digital event admission credentials and collectibles. NFT Tickets are **not** securities, investment contracts, financial instruments, or currency. MetaTicket does not offer NFT Tickets as investment opportunities. No representation is made regarding the future value of any NFT Ticket.

6. SECONDARY MARKET AND RESALE

6.1 Resale Rights. Subject to event-specific restrictions encoded in the applicable Smart Contract, you may resell or transfer your NFT Ticket to another User through the Platform's secondary marketplace.

6.2 Resale Restrictions. Certain events may impose restrictions on NFT Ticket resale, including:

- (a) Price caps limiting the maximum resale price;
- (b) Transfer locks prohibiting resale within a specified period before the event;
- (c) Restrictions limiting transfers to verified Platform accounts;
- (d) Complete transfer prohibitions for certain ticket categories.

These restrictions are encoded in the Smart Contract and may not be circumvented.

6.3 Royalties on Secondary Sales. When you resell an NFT Ticket, the Smart Contract may automatically deduct and distribute a percentage of the sale price as Royalties to the event organizer, performing artists, and/or MetaTicket. The applicable Royalty percentages are displayed before you complete a Secondary Sale transaction.

6.4 Georgia Ticket Resale Compliance. Users who resell NFT Tickets must comply with all applicable laws, including the Georgia Ticket Broker Act (O.C.G.A. § 43-4B-25 et seq.). Specifically:

(a) Users conducting repeated resales as a business may be required to obtain a Georgia ticket broker license;

(b) Resale within 1,500 feet of a venue seating fewer than 15,000 persons, or within 2,700 feet of a venue seating 15,000 or more persons, may constitute a criminal offense under Georgia law;

(c) MetaTicket does not provide legal advice regarding your compliance obligations. You are solely responsible for ensuring your resale activities comply with applicable laws.

6.5 Off-Platform Transfers. If you transfer an NFT Ticket outside the Platform (e.g., through a third-party NFT marketplace or direct wallet transfer), MetaTicket:

(a) Cannot guarantee that the transferred NFT Ticket will be honored for event admission;

(b) Bears no liability for lost, stolen, or fraudulent transfers;

(c) Cannot assist with disputes arising from off-Platform transactions;

(d) May not be able to enforce Smart Contract royalty provisions on off-Platform transfers, depending on the marketplace used.

7. CANCELLATIONS AND REFUNDS

7.1 Event Cancellation. If an event is canceled by the organizer and not rescheduled:

(a) The event organizer is primarily responsible for issuing refunds to Attendees;

(b) MetaTicket will facilitate the refund process through the Platform to the extent possible;

(c) Refunds may be issued in the original payment method, as Platform credit, or through another mechanism specified by the event organizer;

(d) Gas Fees incurred during the original purchase may not be refundable;

(e) In accordance with Georgia law (O.C.G.A. § 43-4B-28), you are entitled to a full refund if an event is canceled and not rescheduled.

7.2 Event Postponement or Rescheduling. If an event is postponed:

(a) NFT Tickets will generally remain valid for the rescheduled date;

(b) If you cannot attend the rescheduled event, refund availability is determined by the event organizer's policies;

(c) MetaTicket will use commercially reasonable efforts to notify you of schedule changes.

7.3 No Refunds for Dissatisfaction. MetaTicket does not provide refunds for dissatisfaction with event quality, content, performers, or your personal inability to attend.

7.4 Chargebacks. If you initiate a chargeback with your payment provider for an NFT Ticket purchase, MetaTicket reserves the right to suspend your account pending investigation. Fraudulent chargebacks may result in permanent account termination and legal action.

8. USER CONDUCT

8.1 Prohibited Activities. You agree not to:

- (a) Use the Platform for any unlawful purpose or in violation of these Terms;
- (b) Engage in ticket scalping or resale practices that violate applicable federal, state, or local laws;
- (c) Use automated bots, scripts, or other software to purchase NFT Tickets in bulk;
- (d) Attempt to circumvent Smart Contract restrictions, including price caps, transfer locks, or royalty mechanisms;
- (e) Create false or misleading event listings;
- (f) Impersonate another person or entity;
- (g) Interfere with or disrupt the Platform, its servers, or blockchain network operations;
- (h) Attempt to reverse-engineer, decompile, or extract the source code of the Platform or Smart Contracts;
- (i) Use the Platform to launder money, finance terrorism, or engage in any other financial crime;
- (j) Circumvent or disable any security or access-control features of the Platform;
- (k) Harvest or collect personal information of other Users without their consent.

8.2 Enforcement. MetaTicket reserves the right to investigate suspected violations and to take appropriate action, including account suspension, account termination, forfeiture of NFT Tickets, and referral to law enforcement.

9. INTELLECTUAL PROPERTY

9.1 Platform IP. The Platform, including its design, code, Smart Contracts, graphics, logos, and content (excluding User-submitted content and third-party event content) are the property of MetaTicket and are protected by copyright, trademark, and other intellectual property laws.

9.2 Limited License. We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for its intended purposes in accordance with these Terms.

9.3 NFT Ticket License. When you purchase an NFT Ticket, you receive a limited, non-exclusive license to display the NFT Ticket artwork for personal, non-commercial purposes. You do **not** receive any copyright, trademark, or other intellectual property rights in the underlying event content, artwork, or branding.

9.4 User Content. By submitting content to the Platform (e.g., reviews, comments, or profile information), you grant MetaTicket a non-exclusive, royalty-free, worldwide license to use, reproduce, and display such content in connection with the Platform.

10. DISCLAIMERS

10.1 “AS IS” Basis. THE PLATFORM AND ALL NFT TICKETS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. METATICKET DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

10.2 No Warranty of Value. METATICKET MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE VALUE, LIQUIDITY, OR TRANSFERABILITY OF NFT TICKETS. THE MARKET FOR NFT TICKETS IS SPECULATIVE AND VOLATILE. YOU ACKNOWLEDGE THAT NFT TICKETS MAY LOSE ALL VALUE.

10.3 Blockchain Risks. METATICKET DOES NOT WARRANT THAT BLOCKCHAIN NETWORKS WILL OPERATE WITHOUT INTERRUPTION, THAT TRANSACTIONS WILL BE PROCESSED IN A TIMELY MANNER, OR THAT SMART CONTRACTS WILL EXECUTE AS INTENDED UNDER ALL CIRCUMSTANCES. YOU ASSUME ALL RISKS ASSOCIATED WITH BLOCKCHAIN TECHNOLOGY.

10.4 Third-Party Events. METATICKET IS NOT RESPONSIBLE FOR THE QUALITY, SAFETY, LEGALITY, OR ANY OTHER ASPECT OF EVENTS LISTED ON THE PLATFORM. THE EVENT ORGANIZER IS SOLELY RESPONSIBLE FOR THE EVENT.

11. LIMITATION OF LIABILITY

11.1 Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, METATICKET’S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE PLATFORM OR THESE TERMS SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT YOU PAID TO METATICKET IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM; OR (B) ONE HUNDRED DOLLARS (\$100).

11.2 Exclusion of Consequential Damages. IN NO EVENT SHALL METATICKET BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, GOODWILL, DIGITAL ASSETS, OR CRYPTOCURRENCY, ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM, REGARDLESS OF THE THEORY OF LIABILITY.

11.3 Blockchain-Specific Exclusions. METATICKET SHALL NOT BE LIABLE FOR:

- (a) Losses resulting from blockchain network failures, forks, or congestion;
- (b) Losses resulting from Smart Contract vulnerabilities or exploits not attributable to MetaTicket’s gross negligence;
- (c) Losses resulting from the depreciation in value of NFT Tickets;
- (d) Losses resulting from unauthorized access to your Wallet or private keys;
- (e) Losses resulting from regulatory changes affecting the legality or functionality of NFT Tickets;
- (f) Gas Fees incurred in connection with any blockchain transaction.

11.4 Georgia Consumer Protection. Nothing in these Terms is intended to limit liability that cannot be limited under the Georgia Fair Business Practices Act (O.C.G.A. § 10-1-390 et seq.) or other mandatory consumer protection laws.

12. INDEMNIFICATION

12.1 You agree to indemnify, defend, and hold harmless MetaTicket, its officers, directors, employees, agents, and affiliates from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) Your breach of these Terms;
 - (b) Your violation of any applicable law or regulation;
 - (c) Your use of the Platform, including any NFT Ticket purchases, resales, or transfers;
 - (d) Any dispute between you and an event organizer or another User;
 - (e) Your negligence or willful misconduct.
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13. DISPUTE RESOLUTION

13.1 Informal Resolution. Before initiating any formal dispute resolution, you agree to contact MetaTicket at [legal@metaticket.org] and attempt to resolve the dispute informally for at least **thirty (30) days**.

13.2 Binding Arbitration. Any dispute not resolved informally shall be resolved by **binding arbitration** administered by the American Arbitration Association ("AAA") in **Atlanta, Georgia**, under the AAA Consumer Arbitration Rules. The arbitration shall be conducted by a single arbitrator.

13.3 Class Action Waiver. YOU AND METATICKET AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.

13.4 Small Claims Exception. Either Party may bring an individual action in small claims court in Fulton County, Georgia, if the claim falls within that court's jurisdictional limits.

13.5 Injunctive Relief. MetaTicket may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property or prevent unauthorized use of the Platform.

14. GOVERNING LAW

14.1 These Terms are governed by and construed in accordance with the laws of the **State of Georgia**, without regard to its conflict-of-law principles.

14.2 To the extent any legal proceeding is not subject to arbitration, the Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in **Fulton County, Georgia**.

15. REGULATORY COMPLIANCE

15.1 Anti-Money Laundering. MetaTicket may implement Know Your Customer (“KYC”) and Anti-Money Laundering (“AML”) procedures. You agree to comply with all such procedures, including providing identification documentation upon request.

15.2 Sanctions Compliance. You represent that you are not located in, a citizen or resident of, or organized under the laws of any country subject to U.S. economic sanctions (e.g., OFAC-designated countries), and that you are not on any U.S. government restricted parties list.

15.3 Tax Obligations. You are solely responsible for determining and fulfilling your tax obligations arising from NFT Ticket purchases, sales, and transfers. MetaTicket does not provide tax advice.

16. MISCELLANEOUS

16.1 Entire Agreement. These Terms, together with our Privacy Policy and NFT Purchase Agreement, constitute the entire agreement between you and MetaTicket.

16.2 Severability. If any provision of these Terms is held unenforceable, the remaining provisions remain in full force and effect.

16.3 Waiver. Our failure to enforce any right or provision does not constitute a waiver.

16.4 Assignment. You may not assign your rights under these Terms without our prior written consent. MetaTicket may assign its rights freely.

16.5 Force Majeure. MetaTicket shall not be liable for any failure or delay caused by events beyond its reasonable control, including blockchain network failures, cyberattacks, natural disasters, pandemics, or government actions.

16.6 Electronic Communications. By using the Platform, you consent to receive electronic communications from MetaTicket. You agree that all agreements, notices, and disclosures delivered electronically satisfy any legal requirement that they be in writing, consistent with the Georgia Uniform Electronic Transactions Act (O.C.G.A. § 10-12-1 et seq.) and the federal E-Sign Act.

17. CONTACT INFORMATION

For questions about these Terms, contact:

MetaTicket LLC

[Street Address]

Atlanta, Georgia [ZIP]

Email: [legal@metaticket.org]

These Terms of Service do not constitute legal advice. MetaTicket recommends that Users consult with qualified legal counsel regarding their rights and obligations.