



TERMS AND CONDITIONS

Effective Date: December 15, 2025

INTRODUCTION

Welcome to the Metawin \$MWIN Token Presale ("we", "our", "us"). These Terms and Conditions ("Terms") govern your participation in the \$MWIN token presale and your use of our website (the "Website") and any related services (collectively, the "Services").

By accessing or using the Services or participating in the token presale, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use our Services or participate in the presale.

1. ELIGIBILITY AND RESTRICTIONS

1.1 Age and Capacity

You must be at least 18 years old to participate in the token presale. By using our Services, you represent and warrant that you:

- Are at least 18 years old
- Have the legal capacity to enter into these Terms
- Are not prohibited from participating under applicable law

1.2 Prohibited Jurisdictions

YOU ARE STRICTLY PROHIBITED from participating if you are:

- A resident, citizen, national, or tax resident of:
 - **United States of America** (including all states, territories, and possessions)
 - **People's Republic of China**
 - **Democratic People's Republic of Korea (North Korea)**
 - **Iran**
 - **Syria**
 - **Cuba**
 - **Crimea region**
 - Any other jurisdiction where participation in token sales is prohibited by law

1.3 Sanctions Compliance

You represent and warrant that you are NOT:

- A person or entity listed on any sanctions list, including:
 - U.S. Office of Foreign Assets Control (OFAC) sanctions lists
 - United Nations Security Council sanctions lists
 - European Union sanctions lists
 - UK HM Treasury sanctions lists
- A Politically Exposed Person (PEP) or immediate family member of a PEP
- Acting on behalf of any sanctioned person or entity

1.4 Verification

By participating, you confirm that all eligibility requirements above are true and accurate. We reserve the right to verify your eligibility at any time. Violation of these restrictions may result in:

- Immediate disqualification
- Forfeiture of tokens without refund

- Reporting to relevant authorities

2. REGISTRATION AND ACCOUNT

To participate in the token presale, you may need to connect your cryptocurrency wallet or create an account. You agree to:

- Provide accurate, current, and complete information during registration
- Maintain and promptly update your account information
- Keep your wallet private keys and passwords secure and confidential
- Notify us immediately of any unauthorized access or security breach

You are solely responsible for:

- All activities that occur under your account or wallet
- Maintaining the security of your private keys
- Any loss of access to your wallet (we cannot recover lost keys or funds)

3. USE OF THE SERVICES

You agree to use our Services only for lawful purposes and in accordance with these Terms. You agree NOT to:

- Use the Services in any way that violates any applicable law or regulation
- Engage in any conduct that restricts or inhibits anyone's use of the Services
- Use the Services in any manner that could damage or impair the Services
- Attempt to manipulate the token sale through multiple accounts, bots, or automated means
- Engage in wash trading, market manipulation, or other fraudulent activities

4. TOKEN PRESALE TERMS

4.1 Nature of Token Sale

By participating in the \$MWIN token presale, you acknowledge and agree that:

The \$MWIN token is a utility token that provides access to the Metawin platform and its features. The token is NOT:

- A security, investment contract, or investment opportunity
- A share of equity or ownership in any company or entity
- A promise of profits, returns, or income
- Approved or endorsed by any regulatory authority

4.2 No Investment Advice

We do not provide investment, financial, tax, or legal advice. Nothing on our Website or in these Terms constitutes such advice. You are solely responsible for:

- Conducting your own research and due diligence
- Consulting with your own professional advisors
- Making your own independent decision to participate

4.3 Token Distribution

Tokens will not be available immediately upon purchase. By purchasing \$MWIN tokens, you acknowledge and accept that:

- Tokens will be distributed after the presale concludes
- Distribution timing will be announced on our Website
- There may be delays in distribution due to technical or operational reasons

4.4 No Refunds

All token purchases are final and non-refundable. Once you complete a purchase transaction on the blockchain, it cannot be reversed or cancelled.

5. RISK DISCLOSURES

Participating in this token presale involves substantial risks. You may lose all funds you invest.

By participating, you acknowledge and accept the following risks:

5.1 Financial Risks

- **Total Loss of Investment:** You may lose 100% of the funds you invest. The token may become worthless.
- **Extreme Price Volatility:** Token prices can fluctuate dramatically, including losses of 90% or more.
- **No Guaranteed Value:** There is no guarantee the token will have or maintain any particular value.
- **Illiquidity:** There is no guarantee that a liquid market for trading will exist or that you will be able to sell tokens.
- **No Guaranteed Listing:** We do not guarantee the token will be listed on any cryptocurrency exchange.

5.2 Technology Risks

- **Smart Contract Vulnerabilities:** Smart contracts may contain bugs, errors, or vulnerabilities that could result in loss of tokens or funds.
- **Immutability:** Smart contracts cannot be modified after deployment. Bugs cannot be fixed.
- **Blockchain Risks:** The underlying blockchain may experience failures, forks, attacks, or congestion affecting token functionality.
- **Wallet Security:** Loss of your private keys means permanent loss of tokens. There is no recovery mechanism.
- **Cyber Attacks:** The platform or smart contracts may be subject to hacking, exploits, or other cyber attacks.

5.3 Regulatory and Legal Risks

- **Regulatory Uncertainty:** Cryptocurrency regulations are rapidly evolving and may change unfavorably.
- **Legal Prohibitions:** Token possession or trading may become illegal in certain jurisdictions.
- **No Regulatory Protection:** Tokens are not insured or protected by any government agency (e.g., FDIC, SIPC).
- **Securities Law Risk:** Regulatory authorities may determine the token is a security, which could have adverse consequences.
- **Tax Uncertainty:** The tax treatment of tokens is unclear and subject to change.

5.4 Project and Operational Risks

- **Project Failure:** The Metawin platform may fail to launch, gain adoption, or continue operations.
- **Team Risk:** Key team members may leave or fail to execute the project roadmap.
- **Competition:** Competing platforms may be more successful, reducing demand for \$MWIN tokens.
- **Development Delays:** Technical development may take longer than anticipated or fail entirely.
- **Dependence on Third Parties:** The project depends on third-party service providers who may fail or cease operations.

5.5 Acknowledgment

By participating, you confirm that you:

- Have read and understood all risks described above
- Accept all risks and potential for total loss of funds
- Have consulted with your own legal, tax, and financial advisors (or deliberately chosen not to)
- Are participating with funds you can afford to lose entirely
- Understand that we make no guarantees, promises, or warranties of any kind

6. PAYMENTS AND TRANSACTIONS

6.1 Payment Methods

Token purchases are facilitated through blockchain-based smart contracts. You acknowledge that:

- Payments must be made using supported cryptocurrencies as specified on the Website
- Transactions are executed on the blockchain and are irreversible
- We do not store or control your payment information or private keys

6.2 Smart Contract Risks

All purchases are executed through smart contracts. Smart contracts:

- Operate autonomously without human intervention
- Cannot be modified, updated, or shut down after deployment
- May contain bugs or vulnerabilities that could result in loss of funds
- Are not insured or guaranteed by any party

6.3 Third-Party Services

We may use third-party payment processors, wallet providers, or blockchain infrastructure. We are NOT responsible for:

- Transaction failures, errors, or delays caused by third parties
- Third-party service outages or unavailability
- Blockchain network congestion or high gas fees
- Actions or omissions of third-party service providers

6.4 Your Responsibility

You are solely responsible for:

- Verifying the correct smart contract address before sending funds
- Ensuring you have sufficient cryptocurrency and gas fees for transactions
- Understanding that funds sent to incorrect addresses are lost permanently
- Accepting that failed transactions may still consume gas fees

7. PRIVACY

Your use of the Services is also governed by our Privacy Policy (<https://token.metawin.com/privacy>). By using the Services, you consent to the collection, use, and sharing of your information as described in our Privacy Policy.

We collect minimal personal information. However, you acknowledge that:

- Blockchain transactions are public and permanent
- Your wallet address and transaction history are visible on the blockchain
- We may collect your email address or other contact information if you provide it

8. INTELLECTUAL PROPERTY

All content, features, and functionality of the Services (including but not limited to text, graphics, logos, software, and design) are owned by us, our licensors, or other content providers and are protected by international copyright, trademark, patent, trade secret, and other intellectual property laws.

You may not:

- Copy, modify, distribute, or create derivative works of our content
- Use our trademarks or branding without written permission
- Reverse engineer or decompile any software or smart contracts

9. THIRD-PARTY LINKS

Our Website may contain links to third-party websites, wallets, exchanges, or services. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party services.

You acknowledge and agree that we are not liable for any damage or loss caused by your use of or reliance on any third-party services.

10. TERMINATION

We may terminate or suspend your access to the Services immediately, without prior notice or liability, for any reason, including but not limited to:

- Breach of these Terms
- Violation of applicable laws
- Fraudulent or suspicious activity
- At our sole discretion

If you wish to terminate your account, you may discontinue using the Services.

All provisions of these Terms that by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Note: Termination of your account does NOT affect token ownership. Tokens already purchased remain in your wallet.

11. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Metawin, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including attorney's fees) arising from:

- Your use of or access to the Services
- Your participation in the token presale
- Your violation of these Terms
- Your violation of any third-party rights, including intellectual property or privacy rights
- Your violation of any applicable law or regulation
- Any claim that your actions caused damage to a third party
- Loss of your private keys or unauthorized access to your wallet

12. REFERRAL AND AFFILIATE PROGRAM

12.1 Program Overview

TropiChain Inc. may, at its sole discretion, offer a referral and affiliate program ("Referral Program") to incentivize participants to introduce new eligible users to the \$MWIN token presale. Participation in the Referral Program is voluntary, subject to these Terms, and governed by the specific program terms made available on the Website.

By participating in the Referral Program, you agree to:

- Comply with all terms set forth in this Section 12
- Act in good faith and in accordance with applicable laws
- Represent the \$MWIN token presale accurately and honestly
- Assume full responsibility for your marketing activities and their legal compliance

12.2 Eligibility for Referral Program

To participate as a referrer or affiliate ("Affiliate"), you must:

- Meet all eligibility requirements set forth in Section 1 of these Terms

- Not be a resident, citizen, or located in any Prohibited Jurisdiction listed in Section 1.2
- Agree to and comply with these Terms and any supplemental Affiliate Program Terms
- Provide accurate information for commission payments, including a valid cryptocurrency wallet address

We reserve the right to:

- Accept or reject any Affiliate application at our sole discretion
- Require additional verification or documentation
- Impose additional eligibility criteria at any time
- Terminate Affiliate status without prior notice

12.3 Commission Structure

12.3.1 Commission Rates

Commission rates, tiers, and payment structures shall be as specified in the Affiliate Program Terms published on the Website. Commission rates are subject to change at our sole discretion with reasonable notice.

12.3.2 Qualifying Referrals

A referral qualifies for commission only when:

- The referred user is a new, unique participant who has not previously registered
- The referred user meets all eligibility requirements in Section 1
- The referred user completes a qualifying token purchase through the presale
- The referral is properly tracked through the designated referral mechanism
- The referred user's transaction is confirmed on the blockchain
- The referral is not flagged for fraud, manipulation, or Terms violation

12.3.3 Commission Payment

- Commissions are calculated and credited according to the payment schedule on the Website
- Payments are made in the cryptocurrency or token specified in the Affiliate Program Terms
- You are solely responsible for providing and maintaining accurate payment information
- We are not liable for failed payments due to incorrect wallet addresses or blockchain errors

12.4 Prohibited Marketing Practices

Affiliates are STRICTLY PROHIBITED from:

12.4.1 Misleading or False Claims

- Making any false, misleading, deceptive, or unsubstantiated claims about \$MWIN tokens
- Promising, guaranteeing, or implying any specific financial returns, profits, or investment gains
- Representing the token as an investment, security, or financial instrument
- Making claims about future token value, exchange listings, or price appreciation
- Using phrases such as "guaranteed returns," "risk-free," "get rich," or similar language
- Misrepresenting the nature, utility, or functionality of the \$MWIN token
- Creating false urgency, scarcity, or misleading countdown timers

12.4.2 Unauthorized Representations

- Representing yourself as an employee, officer, director, or authorized agent of TropiChain Inc. or Metawin
- Using our trademarks, logos, or branding in any unauthorized manner
- Creating fake or misleading websites, social media accounts, or communications that impersonate or appear officially affiliated with Metawin
- Issuing press releases, official statements, or media communications on our behalf
- Making any representations about the company's financials, partnerships, or roadmap not publicly disclosed

12.4.3 Illegal or Unethical Practices

- Spamming, including unsolicited bulk emails, messages, or communications
- Engaging in any form of fraud, deception, or manipulation
- Using bots, automated systems, or artificial means to generate referrals
- Creating fake accounts, self-referrals, or referral loops
- Purchasing traffic from prohibited sources or using incentivized click schemes
- Engaging in negative advertising, defamation, or disparagement of competitors
- Violating any applicable advertising, consumer protection, or privacy laws

12.4.4 Marketing to Prohibited Jurisdictions

YOU ARE STRICTLY PROHIBITED FROM:

- Marketing, advertising, or promoting the \$MWIN token presale to users in Prohibited Jurisdictions (Section 1.2)
- Targeting, directing, or tailoring marketing efforts toward residents of the United States, China, North Korea, Iran, Syria, Cuba, Crimea, or any other prohibited jurisdiction
- Using geo-targeting, language targeting, or any other method that would reach users in Prohibited Jurisdictions
- Assisting, advising, or facilitating any person in a Prohibited Jurisdiction to participate in the presale

Violation of this prohibition constitutes a material breach and will result in immediate termination and forfeiture of all commissions.

12.5 Compliance Obligations

12.5.1 Legal Compliance

As an Affiliate, you are solely responsible for:

- Ensuring your marketing activities comply with all applicable laws in your jurisdiction and the jurisdictions where you market
- Complying with advertising standards, consumer protection laws, and financial promotion regulations
- Including all required disclosures in your marketing materials (e.g., "This is a paid promotion," material connection disclosures)
- Maintaining records of your marketing activities for a minimum of five (5) years

12.5.2 Regulatory Compliance

You acknowledge and agree that:

- Cryptocurrency regulations vary by jurisdiction and are rapidly evolving
- You are responsible for understanding and complying with regulations applicable to your marketing activities
- We do not provide legal advice regarding your compliance obligations
- You may need to register, obtain licenses, or meet other regulatory requirements depending on your jurisdiction and marketing methods

12.5.3 Platform Compliance

You must comply with the terms of service of any platforms you use for marketing, including but not limited to:

- Social media platforms (Twitter/X, Telegram, Discord, YouTube, TikTok, etc.)
- Advertising platforms (Google Ads, Meta Ads, etc.)
- Email service providers
- Content platforms and forums

12.6 Intellectual Property and Brand Guidelines

12.6.1 Limited License

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to use our approved marketing materials, trademarks, and logos solely for the purpose of participating in the Referral Program.

12.6.2 Restrictions

You may NOT:

- Modify, alter, or create derivative works of our trademarks, logos, or branding
- Use our intellectual property in any manner that damages our reputation or brand
- Register or attempt to register any domain names, social media handles, or trademarks confusingly similar to ours
- Continue using our intellectual property after termination of your Affiliate status

12.7 Clawback Rights and Commission Forfeiture

12.7.1 Clawback Events

We reserve the right to withhold, deduct, or claw back any commissions (paid or unpaid) if:

- A referral is determined to be fraudulent, artificial, or in violation of these Terms
- A referred user requests and receives a refund (if applicable) or chargebacks
- A referred user is determined to be from a Prohibited Jurisdiction
- A referred user is determined to be a duplicate, fake, or bot account
- The Affiliate engaged in prohibited marketing practices (Section 12.4)
- The Affiliate breached any provision of these Terms
- Commissions were paid due to system error, fraud, or miscalculation

12.7.2 Investigation Rights

We may investigate any suspected violations at any time. During an investigation, we may:

- Suspend commission payments pending investigation outcome
- Request documentation or evidence of marketing activities
- Review your marketing materials, websites, and communications
- Cooperate with law enforcement or regulatory authorities

12.7.3 Forfeiture

If we determine, in our sole discretion, that you have violated these Terms, you shall forfeit:

- All unpaid commissions
- Any pending or future commissions
- Your right to participate in the Referral Program

We are not required to provide evidence or detailed reasons for forfeiture decisions.

12.8 Termination of Affiliate Status

12.8.1 Termination by Us

We may terminate your participation in the Referral Program at any time, for any reason or no reason, with or without notice, including but not limited to:

- Violation of any provision of these Terms
- Suspected fraudulent or illegal activity
- Reputational harm to Metawin or TropiChain Inc.
- Discontinuation of the Referral Program
- At our sole discretion for any business reason

12.8.2 Termination by You

You may terminate your participation by providing written notice to us and ceasing all marketing activities. Termination does not affect:

- Your obligation to comply with ongoing provisions of these Terms
- Our right to pursue claims for prior violations
- Our right to withhold or claw back commissions under Section 12.7

12.8.3 Effect of Termination

Upon termination:

- Your license to use our intellectual property immediately terminates
- You must cease all marketing activities and remove all promotional materials
- Unpaid commissions for legitimate, qualifying referrals made prior to termination will be paid according to the standard payment schedule, unless forfeited under Section 12.7
- Pending referrals that have not yet qualified will not earn commissions

12.9 Tax Responsibility

12.9.1 Your Tax Obligations

Commissions earned through the Referral Program constitute taxable income. You are solely responsible for:

- Reporting all commissions to relevant tax authorities
- Paying all applicable income taxes, self-employment taxes, VAT, GST, or other taxes
- Maintaining accurate records of commissions received
- Consulting with qualified tax advisors regarding your obligations

12.9.2 No Withholding

We do not withhold taxes from commission payments. You are fully responsible for any tax withholding, reporting, or payment obligations.

12.9.3 Tax Forms and Reporting

We may be required to report commission payments to tax authorities. You agree to:

- Provide any tax forms or documentation we reasonably request
- Provide accurate taxpayer identification information if required by applicable law

12.10 Indemnification for Affiliate Misconduct

In addition to the general indemnification in Section 11, you specifically agree to defend, indemnify, and hold harmless TropiChain Inc., Metawin, and their respective affiliates, directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from or related to:

- Your marketing activities and promotional materials
- Your violation of any term of this Section 12
- Your violation of any applicable law, regulation, or third-party rights in connection with your Affiliate activities
- Any claims by referred users arising from your representations, statements, or conduct
- Any regulatory investigation, enforcement action, or penalty arising from your marketing activities
- Any claim that your marketing materials infringe third-party intellectual property rights
- Marketing to users in Prohibited Jurisdictions
- Tax liabilities, penalties, or interest arising from your failure to comply with tax obligations on commissions
- Any claim that your activities constitute unlicensed financial promotion or unauthorized securities marketing

This indemnification obligation survives termination of your Affiliate status and these Terms.

12.11 Disclaimer and Limitation of Liability

12.11.1 No Guarantee of Earnings

Participation in the Referral Program does not guarantee any earnings or commissions. Actual results depend on factors beyond our control, including your marketing efforts, market conditions, and user behavior.

12.11.2 No Employment Relationship

Your participation as an Affiliate does NOT create any employment, agency, partnership, joint venture, or franchise relationship between you and TropiChain Inc. or Metawin. You are an independent contractor and are solely responsible for your own taxes, insurance, and compliance obligations.

12.11.3 Limitation of Liability

To the fullest extent permitted by law, our total liability to any Affiliate for any claims arising from the Referral Program shall not exceed the total commissions actually paid to that Affiliate in the twelve (12) months preceding the claim.

12.12 Program Modifications and Discontinuation

We reserve the right, at our sole discretion, to:

- Modify commission rates, tiers, or structures with reasonable notice
- Change program terms, conditions, or eligibility requirements
- Suspend the Referral Program temporarily or permanently
- Discontinue the Referral Program entirely

In the event of program discontinuation:

- We will provide reasonable notice where practicable
- Earned, unpaid commissions for qualifying referrals will be paid according to the standard schedule
- No compensation is owed for potential future referrals or anticipated commissions

13. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, Metawin, its affiliates, and their respective directors, officers, employees, and agents SHALL NOT BE LIABLE for any:

- Indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, data, use, goodwill, or other intangible losses
- Damages resulting from:
 - Your use of or inability to use the Services
 - Any unauthorized access to or use of your wallet or tokens
 - Any interruption or cessation of the Services
 - Any bugs, viruses, or malicious code transmitted through the Services
 - Any errors or omissions in any content
 - Smart contract vulnerabilities, exploits, or failures
 - Blockchain network failures, forks, or attacks
 - Loss of private keys or wallet access
 - Token price volatility or loss of value
 - Failure to be listed on exchanges
 - Regulatory actions or changes in law
 - Third-party service failures

EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL OUR TOTAL LIABILITY EXCEED THE AMOUNT YOU PAID FOR TOKENS (IF ANY).

Some jurisdictions do not allow the exclusion of certain warranties or limitation of liability. In such jurisdictions, our liability will be limited to the maximum extent permitted by law.

14. DISPUTE RESOLUTION

14.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of Panama, without regard to its conflict of law provisions.

14.2 Binding Arbitration

Any dispute, controversy, or claim arising out of or relating to these Terms or the token presale shall be resolved by BINDING ARBITRATION, not in court (except as provided below).

14.3 Arbitration Rules

- **Administering Body:** London Court of International Arbitration (LCIA)
- **Seat of Arbitration:** Panama
- **Language:** English
- **Number of Arbitrators:** One (1) arbitrator
- **Governing Rules:** LCIA Arbitration Rules

14.4 Limitations on Arbitration

- **Individual Claims Only:** You agree to bring claims only in your individual capacity, NOT as a class member, class representative, or in any representative capacity.
- **No Class Actions:** You waive your right to participate in any class action lawsuit or class-wide arbitration.
- **No Jury Trial:** You waive your right to a jury trial.
- **Confidentiality:** All arbitration proceedings and results shall remain confidential.

14.5 Costs

Each party shall bear its own costs and attorney's fees, unless the arbitrator awards costs to the prevailing party.

14.6 Exceptions

The following may be brought in court rather than arbitration:

- Claims for injunctive or equitable relief to protect intellectual property rights
- Small claims court actions (if jurisdictionally appropriate)
- Emergency provisional remedies

14.7 Severability

If any portion of this dispute resolution provision is found to be invalid or unenforceable, the remainder shall remain in effect.

15. FORCE MAJEURE

We shall not be liable for any failure or delay in performance under these Terms due to circumstances beyond our reasonable control, including but not limited to:

- Acts of God (earthquakes, floods, fires, pandemics, natural disasters)
- War, terrorism, civil unrest, riots, or government actions
- Blockchain network failures, forks, 51% attacks, or protocol changes
- Cryptocurrency exchange failures or shutdowns
- Internet, telecommunications, or hosting outages
- Cyberattacks, hacking, DDoS attacks, or security breaches
- Changes in law or regulation prohibiting token sales or operations
- Government sanctions or regulatory enforcement actions

During a force majeure event, we may suspend or delay token distribution, modify timelines, or temporarily cease operations.

Force majeure events do NOT entitle you to refunds, except if the token sale is permanently cancelled before any tokens are distributed.

16. TAX OBLIGATIONS

16.1 Your Responsibility

You are solely responsible for determining and paying any and all taxes applicable to your:

- Purchase of \$MWIN tokens
- Receipt and holding of tokens
- Sale or transfer of tokens
- Use of tokens on the platform

This includes but is not limited to income taxes, capital gains taxes, value-added tax (VAT), goods and services tax (GST), and any other applicable taxes.

16.2 No Tax Advice

We do NOT provide tax advice. Tax treatment of cryptocurrencies varies by jurisdiction and is subject to change. You **MUST** consult with your own qualified tax advisors before participating.

16.3 Tax Reporting

We may be required to report your participation to tax authorities under applicable laws, including FATCA (Foreign Account Tax Compliance Act), CRS (Common Reporting Standard), or local tax reporting requirements.

16.4 Indemnification

You agree to indemnify and hold us harmless from any tax liabilities, penalties, interest, or costs arising from your failure to comply with your tax obligations.

17. MISCELLANEOUS

17.1 Entire Agreement

These Terms constitute the entire agreement between you and us regarding the Services and supersede all prior agreements and understandings.

17.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17.3 Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

17.4 Assignment

You may not assign or transfer these Terms or your rights hereunder without our prior written consent. We may assign these Terms at any time without notice.

17.5 No Third-Party Beneficiaries

These Terms do not create any third-party beneficiary rights.

17.6 Headings

Section headings are for convenience only and do not affect interpretation.

18. CHANGES TO TERMS

We reserve the right to modify or replace these Terms at any time at our sole discretion. If we make material changes, we will provide at least **30 days' notice** prior to the new terms taking effect by:

- Posting a notice on the Website
- Sending an email to registered users (if applicable)
- Updating the "Effective Date" at the top of this document

What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the Services after the revised Terms become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, you must stop using the Services.

19. CONTACT US

If you have any questions about these Terms, please contact us at:

Email: support@metawin.com

FINAL ACKNOWLEDGMENT

BY PARTICIPATING IN THE \$MWIN TOKEN PRESALE, YOU ACKNOWLEDGE THAT:

✓ You have read, understood, and agree to be bound by these Terms ✓ You have read and understood all risk disclosures in Section 5 ✓ You meet all eligibility requirements and are not from a prohibited jurisdiction ✓ You understand that purchasing tokens involves substantial risk and you may lose all invested funds ✓ You are not relying on any promises, representations, or warranties other than those expressly stated in these Terms ✓ You have consulted with your own advisors or deliberately chosen not to ✓ You are participating voluntarily with funds you can afford to lose entirely

END OF TERMS AND CONDITIONS

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