



TERMS OF USE

These Terms of Use (“**Terms**”) constitute a legally binding agreement governing your access to and use of the website available and any related decentralized applications, smart contracts, NFT marketplace, staking mechanisms, interfaces, APIs, and other products or services made available through the Platform (collectively, the “**Platform**”).

The Platform is administered, operated, and maintained by **MeyReal Ltd**, a company duly incorporated and existing under Reg. No. 2199575 under the laws of the **British Virgin Islands** (“**MeyReal Ltd**”). References to “**Mey Real**”, “**we**”, “**us**”, or “**our**” in these Terms shall be construed as references to MeyReal Ltd, as the legal entity responsible for the operation and management of the Platform.

By accessing, browsing, or using the Platform in any manner, you acknowledge that you have read, understood, and irrevocably agree to be bound by these Terms, together with any policies or notices expressly incorporated by reference, including the Privacy Policy, as may be updated from time to time. These Terms apply each time you access or use the Platform.

If you do not agree to these Terms, you must immediately cease accessing and using the Platform.

1. Eligibility And Jurisdiction

To be eligible to access or use the Platform, you represent and warrant that:

- You are an individual, you are at least eighteen (**18**) years old or have reached the age of majority under the laws of your jurisdiction;
- You are an individual or a legal entity with full legal capacity, power, and authority to access and use the Platform and to be legally bound by these Terms;
- You access or use the Platform on behalf of a legal entity, you are duly authorised to act for and bind such entity in connection with these;

- Your access or use of the Platform complies with all applicable laws, rules, and regulations in your jurisdiction; and
- You are not subject to any legal, regulatory, or contractual restrictions that would prohibit or limit your participation.

The Platform may not be available or appropriate for use in all jurisdictions. You are solely responsible for determining whether your access to and use of the Platform is lawful in your jurisdiction.

You acknowledge and agree to amendments to the eligibility criteria that:

- We may amend the eligibility criteria applicable to the Platform at any time at our sole discretion;
- Where reasonably practicable, we will provide advance notice of any material amendment;
- Notwithstanding the foregoing, amendments may be implemented without prior notice where required by applicable laws or regulations, made in your interest, or necessitated by urgent or other legitimate circumstances;
- Where advance notice is not provided, we will notify you of the amendment as soon as reasonably practicable after it takes effect; and
- Without prejudice to the general eligibility criteria, additional eligibility requirements may apply to specific services and/or jurisdictions from time to time, and may vary by service or jurisdiction.

These Terms may specify contact details for particular notices.

2. Nature Of The Platform

Mey Real provides a **technology platform** that enables users to interact with blockchain based digital assets for access and on-chain interaction purposes only, including:

- Non Fungible Tokens (“**NFTs**”) associated with real estate themed projects, which do not constitute, represent, or grant any ownership interest, economic benefit, or right of participation in any specific real estate;
- Fractionalized digital representations of property related utilities or participation features, as defined per project;
- A decentralized peer to peer NFT marketplace;

- NFT related on-chain mechanisms and other automated interactions executed via smart contracts.

Mey Real does not act as:

- A real estate broker, agent, or developer;
- A financial institution or investment intermediary;
- A custodian, trustee, or fiduciary in relation to the Platform.

Mey Real does not provide financial, legal, tax, or investment advice. Any information made available through the Platform is provided for general informational purposes only and should not be relied upon as advice.

3. NFTs And Scope Of Rights

3.1 Nature of NFTs

NFTs available on the Platform are **digital blockchain tokens** that may provide certain utilities, access rights, participation features, or other non-traditional functions related to a specific project.

Unless explicitly stated in legally binding documentation, ownership of an NFT:

- Does not constitute ownership of, or any legal or beneficial usufructuary, possessory, disposal, contractual, or other interest physical real estate;
- Does **not** confer equity, shares, debt, or securities;
- Does **not** entitle the holder to any income, profit, return or appreciation.

3.2 Project - Specific Terms

The entitlements and utilities associated with any NFT may vary by project and may be subject to change due to technical, operational, legal, or regulatory considerations.

4. No Offer Or Solicitation

Nothing on the Platform shall constitute, or be deemed to constitute:

- An offer to sell or a solicitation of an offer to buy securities or financial instruments, or other regulated investment products;

- Any investment, legal, tax, or financial advice, recommendation or endorsement of any investment strategy or transaction; or
- An inducement, invitation, or encouragement to engage in, or enter into any regulated financial transaction.

All information and materials made available on the Platform are provided for **general informational purposes only** and do not take into account the specific objectives, financial situation, or needs of any user..

5. Smart Contracts And Blockchain Transactions

You acknowledge and agree that:

- Transactions may be executed directly between users or through autonomous smart contracts, which may or may not be facilitated by Mey Real;
- Blockchain transactions are executed automatically and are irreversible once confirmed;
- Transactions initiated from your wallet or account shall be deemed authorised by the user.
- Smart contracts and blockchain networks may contain vulnerabilities, limitations or unintended behaviors;
- To the maximum extent permitted by applicable law, Mey Real does not guarantee uninterrupted access, error free operation, or the successful completion of any transaction, and shall not be liable for any loss arising from unauthorised transactions, user error, or inherent blockchain or smart contract risks, except where such loss is solely caused by a technical malfunction directly attributable to Mey Real.

6. User Responsibilities

You are solely responsible for:

- Safeguarding your wallet, private keys, and credentials;
- Verifying transaction details prior to execution;
- Maintaining compatible software and hardware required to access and use the Platform..

To the maximum extent permitted by applicable law, Mey Real shall not be liable for any loss or damage arising from user error, loss or compromise of wallets or credentials, phishing, malware, or other malicious or unauthorised activities.

7. Fees

Use of the Platform may be subject to the following fees, which you agree to pay:

- Platform fees, which may apply to certain features, functionalities, or on-chain interactions made available on the Platform, as disclosed from time to time;
- Blockchain network (gas) fees, which are required for the execution of blockchain transactions and smart contracts and are payable directly to third party blockchain networks beyond Mey Real's control;
- Marketplace or protocol fees, which may apply in connection with the minting, listing, transfer, or trading of NFTs or other blockchain based digital assets through the Platform;
- Staking related fees, if applicable, which may be charged in connection with staking related features or participation mechanisms made available on the Platform;
- Third party or protocol fees, which may be charged by third party services, protocols, or smart contracts that you access or interact with through the Platform..

Except as required by applicable law or expressly stated otherwise, all fees paid are non refundable.

8. Intellectual Property

All intellectual property rights in the platform, including software, source code, interfaces, designs, trademarks, logos, text, data, and other materials (the Platform Content), are owned by or licensed to Mey Real. No rights are granted except as expressly stated.

Subject to your compliance with these Terms, Mey Real grants you a limited, non exclusive, non transferable, non sublicensable, and revocable license to access and use the Platform for its intended purposes only.

No ownership or intellectual property rights are transferred to you, and all rights not expressly granted are reserved by Mey Real.

You may not copy, modify, reproduce, distribute, reverse engineer, create derivative works from, or otherwise exploit any part of the Platform or Platform Content, except as expressly permitted by these Terms or applicable law.

User generated content and on-chain assets remain subject to applicable smart contracts and protocol rules, and Mey Real does not claim ownership over such content or assets solely by providing the Platform.

9. Limitation Of Liability

To the maximum extent permitted by law, Mey Real shall not be liable for any indirect, incidental, consequential, special, or punitive damages, or for any losses arising out of or relating to your access to or use of the Platform, including, without limitation:

- Loss, theft, destruction, or diminution in value of digital assets or data;
- Loss of profits, revenue or business opportunities;
- Market volatility, price fluctuations, liquidity constraints, or inability to transfer or dispose of digital assets;
- Regulatory or legal changes;
- Smart contract vulnerabilities, exploits, failures, bugs or blockchain network delays, disruptions, or malfunctions.

To the extent permitted by law, Mey Real does not act as a custodian of digital assets and shall not be responsible for user errors, including incorrect wallet addresses, transaction parameters, or failure to secure private keys.

Nothing in these Terms excludes or limits liability for fraud, fraudulent misrepresentation, death, personal injury, or any liability that cannot be limited or excluded under applicable law.

The limitations and exclusions of liability shall survive the termination or expiration of these Terms and shall apply notwithstanding the failure of any limited or exclusive remedy.

10. Modifications

Mey Real may modify these Terms at any time. Material changes will be notified through the Platform. Continued use of the Platform constitutes acceptance of the updated Terms.

11. Miscellaneous

KYC and Due Diligence:

Access to and use of the Platform may be subject to customer due diligence and Know Your Customer (KYC) requirements under applicable law.

Users shall provide true, accurate, complete, and current information and documentation as may be required, including enhanced due diligence measures where applicable.

Personal Data:

Users consent to the collection, use, processing, and disclosure of personal data for the purposes of compliance, KYC verification, eligibility assessment, and identity verification, in accordance with applicable data protection laws.

Personal data may be disclosed to third party service providers solely for such compliance and verification purposes.

12. General Terms

Governing Law

These Terms shall be governed by and construed in accordance with applicable laws, without regard to conflict of law principles, except as otherwise required by mandatory law.

Dispute Resolution

Any dispute arising out of or in connection with these Terms shall, to the extent permitted by law, be subject to good faith discussions prior to the commencement of formal legal proceedings.

No Partnership or Agency

Nothing in these Terms shall be construed as creating any partnership, joint venture, employment, fiduciary, or agency relationship between the parties.

Suspension and Termination

Access to the Platform may be suspended or terminated immediately in the event of a breach of these Terms, failure to verify information, or where continued access or use may result in legal or regulatory risk.

Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

Entire Agreement

These Terms constitute the entire agreement between the parties with respect to the Platform and supersede all prior or contemporaneous agreements or communications relating thereto.

Third Party Services

The Platform may integrate or link to third party services. Mey Real does not endorse and shall not be responsible or liable for any third party services, content, or transactions.

LEGAL WHITEPAPER - REGULATORY POSITIONING

1. Platform Characterisation

Mey Real operates as a blockchain technology provider offering infrastructure for NFT based real estate related utilities. Mey Real does not act as a real estate operator, broker, investment intermediary, or financial service provider.

2. Design Principles

The Platform is structured to:

- Prioritize functional and utility based use cases over investment characteristics;
- Refrain from offering or implying any guarantees of profit, yield, or appreciation;
- Facilitate transactions through decentralized smart contracts executed on public blockchain networks; and
- Transparently allocate technical, market, and regulatory risks to users.

3. Risk Allocation

Users assume market, technical, and regulatory risks. Mey Real limits its role to technology provision.

4. Jurisdictional Variability

The legal treatment and regulatory characterization of NFTs and real estate related utilities may vary by jurisdiction and may evolve over time. Compliance of the Platform and any NFT related activity with applicable laws and regulatory requirements may vary by jurisdiction and is not assured.

5. Forward-Looking Statements

This Whitepaper may contain forward looking statements based on current assumptions and interpretations of applicable laws and technologies, which are subject to inherent risks, uncertainties, and changes in regulatory or market conditions.

6. Conclusion

Mey Real aims to responsibly advance blockchain enabled real estate access while maintaining a conservative and jurisdiction agnostic legal posture.

