# **Fantropolis Terms of Service**

Last Revised on 30th of November 2025

The Fantropolis website www.fantropolis.xyz, including any subdomain thereof (the "Website") is operated by or on behalf of MECHA DAO LLC ("MECHA", "We", "Our", "Us" or "Company"). We offer the Website and any content, tools, documentation, features and functionality offered on or through the Website (the "Services"), to allow you to interact with Fantropolis, including for minting channel names and adding URLs or content to them and for the sending of \$FAME tokens. Your use of the Website and the Services is conditioned upon your (the "User", "you", "your") acceptance of these terms of service ("Terms of Service", "Terms"). These Terms, together with the other policies referenced herein are known collectively as the "Agreement".

If you use the Services on behalf of a company or other entity then "you" includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity's behalf.

These Terms govern your access to and use of the Services. Please read these Terms carefully, as they include important information about your legal rights. By accessing and/or using the Services, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Services.

You can review the most current version of the Terms at any time on the Website. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.

SECTION 8 CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) RELATED TO THE COMPANY'S SERVICES AND/OR SERVICES THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW. YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED IN SECTION 8.

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## 1. Eligibility

- **a.** To use the Services, you must legally be able to enter into the Agreement. By using the Services, you represent and warrant that you meet the eligibility requirement. If you do not meet the requirement, you must not access or use the Website or the Services.
- b. An indispensable eligibility requirement is having reached the legal age of majority in the jurisdiction in which you reside or are located. You may not use the Services if you have not reached the legal age of majority in the jurisdiction in which you reside or are located.
- **c.** You may not use our Services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction.
- **d.** The Websites and Services evolve constantly. As such, the Websites and Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally.

### 2. Users Responsibility

a. By using the part of Services which involves on-chain interactions with Fantropolis, you understand you are interacting with an inherently public blockchain-based system. On-chain interactions with Fantropolis (such as the creation of a Fantropolis Channel, posting or commenting on User Content on-chain, mirroring and collecting publications and sending of \$FAME) are created as immutable entries on the blockchain, therefore the history of interactions with Fantropolis can be tracked.

- **b.** If you are not comfortable with the inherently immutable and public nature of all entries on the blockchain, you should not use our Service that involves on-chain interactions or create or manage a Fantropolis Channel on Fantropolis.
- c. In order to access and use certain features of the Service, you must create or connect to the Service a software-based digital wallet that allows you to mint, collect, store and engage in transactions with the blockchain (each a "Wallet"). ALL BLOCKCHAIN INTERACTIONS INITIATED THROUGH OUR SERVICES ARE effected by a Fantropolis account or wallet or by third-party wallet extensions or mobile wallets. By using our Services you agree that such transactions are covered by the terms of service and privacy policy for the applicable extensions.
- d. The Website allows you to mint a Fantropolis Channel token ("Channel"). The Channel is created to the Fantropolis account or Wallet that controls the Channel with the ability to create and contain the history of the content on the Fantropolis, including all the posts, mirrors, comments, transactions and other content originating from that Channel ("Items"). You should not assume that purchasing a Channel gives you any legal rights beyond mere ownership of the underlying blockchain asset.
- e. We reserve the right but are not obligated to limit the provision of Channels to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis in our sole discretion. We reserve the right to limit the type, amount, and quantity of any Channels which can be claimed via this Website. We reserve the right to discontinue claiming Channels at any time.
- **f.** Payments for minting Channels can be made directly from your Wallet. Once a transaction has been completed and the Channel minting process has begun, we cannot offer refunds or credits for any reason.

# 3. Intellectual Property Rights & Ownership

- a. You understand that when you interact with any Fantropolis smart contracts, you retain control over your Channel at all times. It is important to understand that neither we nor any affiliated entity is a party to any transaction on the blockchain networks underlying Fantropolis; we do not have possession, custody or control over any Items in your Wallet (including, but not limited to Channels); and we do not have possession, custody, ability to delete or control any Items on any user's Wallet or any Channel's interactions with Fantropolis.
- **b.** You are responsible for safeguarding your Channel and Wallet. We cannot and will not be liable for any loss or damage arising from your failure to secure your Wallet.
  - i. Where applicable, the private key associated with the Wallet address you use to claim your Channels is the only key that can control the Wallet.

- You alone are responsible for securing your private keys. We do not have access to your private keys.
- ii. Where applicable, the Google credentials (or similar combinations for other social-sign-in methods) associated with the Wallet address from which you use to claim Channels is the only access that can control the Wallet you use to interact with the smart contracts. You alone are responsible for securing your social-sign-in credentials. It is recommended that you use two factor authentication (2FA) or other added security on such credentials. We do not have access to your social-sign-in credentials.
- c. Content creators and owners retain their existing rights to any content uploaded, edited, or minted via the Services. However, by using the Services, all users (including content creators and owners) grant limited licenses to one another to use their contributions in various ways, as discussed below. By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your User Content available to the rest of the world and to let others do the same.
- d. By posting content on our Websites, you represent and warrant that you have obtained all necessary intellectual property rights for such content, including but not limited to any trademark, copyright, patent, trade secret, or proprietary rights (including, without limitation, the performance, master recording and/or publishing rights for any musical or video content). You further represent and warrant that the posting and use of your content on our platform does not infringe or violate any third-party rights, including but not limited to any intellectual property rights, privacy rights, or publicity rights. Company does not assume any responsibility or liability for any unauthorized use of any User Content made available through the Websites. Notwithstanding User Content, unless otherwise indicated in writing by us, the Service and all content and other materials contained therein, including, without limitation, the Fantropolis logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof, are the proprietary property of the Company.

#### 4. Blockchain Related Disclosures

**a.** A widespread belief is that entries and transactions involving blockchains are anonymous. In fact, a central feature of blockchains and thus, blockchain-based

- transactions and entries, is that they are generally transparent. Your public key and your Wallet address, which you need to interact with the blockchain, as well your Channel and Items in your Wallet are visible to anyone. To the extent your public key or wallet address can be linked back to you, it would be possible for someone to determine your identity and the Items in your wallet.
- b. Transactions on Fantropolis rely on smart contracts stored on a blockchain, cryptographic tokens generated by the smart contracts, and other nascent software, applications and systems that interact with blockchain-based networks, including decentralized storage systems such as Walrus and Shelby. These technologies are experimental, speculative, inherently risky, and subject to change.
- c. Among other risks, bugs, malfunctions, cyberattacks, or changes to the applicable blockchain (e.g., forks) could disrupt these technologies and even result in a total loss of tokens, cryptoassets, their market value, or digital funds. You are solely responsible for the safekeeping of the private keys and social credentials associated with the blockchain address used to interact with Fantropolis. We assume no liability or responsibility for any such risks. If you are not comfortable assuming these risks, you should not access or engage in transactions using blockchain-based technology.
- d. One of the other defining features of blockchain technology is that its entries are immutable, which means, as a technical matter, they generally cannot be deleted or modified by anyone. This includes smart contracts and tokens generated and programmed by smart contracts. THUS, TRANSACTIONS RECORDED ON THE BLOCKCHAIN, INCLUDING TRANSFERS OF TOKENS AND DATA PROGRAMMED INTO THESE TOKENS, MUST BE TREATED AS PERMANENT AND CANNOT BE UNDONE BY US OR BY ANYONE. YOU MUST BE VERY CAREFUL WHEN YOU FINALIZE ANY ENTRY OR TRANSACTION THAT WILL BE RECORDED ON THE BLOCKCHAIN.
- e. You bear sole responsibility for evaluating the Services before using them, and all transactions and blockchain entries accessed through the Services are irreversible, final, and without refunds. The Services may be disabled, disrupted or adversely impacted as a result of sophisticated cyber-attacks, surges in activity, computer viruses, and/or other operational or technical challenges, among other things. We disclaim any ongoing obligation to notify you of all of the potential risks of using and accessing our Services. You agree to (defined below) accept these risks and agree that you will not seek to hold any MECHA Indemnified Party responsible for any consequent losses.
- **f.** The software underlying blockchain networks on which Fantropolis is deployed, including the Sui Network, Walrus, Aptos and Shelby, are open source, which means that anyone can use, utilize, and build on top of it. By using the Services,

- you acknowledge and agree that (i) we are not responsible for the operation of the blockchain-based software and networks underlying the Fantropolis, (ii) there exists no guarantee of the functionality, security, or availability of that software and networks, and (iii) the underlying blockchain-based networks are subject to sudden changes in operating rules, such as those commonly referred to as "forks".
- g. We may provide Services free of charge however, most transactions using blockchains require the payment of gas fees, which are essentially transaction fees (also called "gas fees") paid on every transaction that occurs on the selected blockchain network. We may, at our sole discretion, cover the gas fees for users. We may stop (permanently or temporarily) covering the gas fees at any time. Transactions may include protocol fees that make Fantropolis sustainable.
- h. You acknowledge and agree that all transactions accessed through the Services will be automatically processed using one or more blockchain-based smart contracts. By engaging in transactions using the Services, you acknowledge and consent to the automatic processing of all transactions in connection with using the Services.
- i. You understand and agree that you are solely responsible for maintaining the security of your wallet and related social credentials. Any unauthorized access to your wallet by third parties could result in the loss or theft of your Channel, Items, any crypto-asset, or any funds held in your account and any associated accounts. You understand and agree that we have no involvement in, and you will not hold us responsible for managing and maintaining the security of your wallet. You further understand and agree that we are not responsible, and you will not hold us accountable, for any unauthorized access to your wallet. It is your responsibility to monitor your wallet.
- j. You agree that we have the right to restrict your access to the Services via any technically available methods if we suspect, in our sole discretion, that (a) you are using the Services for money laundering or any illegal activity; (b) you have engaged in fraudulent activity; (c) you have acquired crypto assets using inappropriate methods, including the use of stolen funds to purchase such assets; (d) you are the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or any other legal or regulatory authority in any applicable jurisdiction; (e) either you, as an individual or an entity, or your wallet address is listed on the Specially Designated Nationals and Blocked Persons List ("SDN List"), Consolidated Sanctions List ("Non-SDN Lists), or any other sanctions lists administered by OFAC; (f) you are located, organized, or resident in a country or territory that is, or whose government is, the subject of sanctions, including but not limited to

- Côte d'Ivoire, Cuba, Belarus, Russia, Iran, Iraq, Liberia, North Korea, Sudan, and Syria; or (g) you have otherwise acted in violation of these Terms. If we have a reasonable suspicion that you are utilizing the Website for illegal purposes, we reserve the right to take whatever action we deem appropriate.
- k. As a condition to accessing or using the Services or the Website, you acknowledge, understand, and agree that from time to time, the Website and the Services may be inaccessible or inoperable for any reason, including, but not limited to equipment malfunctions, periodic maintenance procedures or repairs, causes beyond our control or that we could not reasonably foresee, disruptions and temporary or permanent unavailability of underlying blockchain infrastructure or the unavailability of third-party service providers or external partners for any reason. You acknowledge and agree that you will access and use the Services, including, without limitation, the Website at your own risk. You should not engage in blockchain-based transactions unless it is suitable given your circumstances and financial resources. By using the Services, you represent that you have been, are and will be solely responsible for conducting your own due diligence into the risks of a transaction and the underlying smart contracts and crypto assets.

# 5. Other Disclosures

- a. We are not responsible if information made available on this Website is not accurate, complete or current. The material on this Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this Website is at your own risk. This Website may contain certain historical information. Historical information is not necessarily current and is provided for your reference only. We reserve the right to modify the contents of this Website at any time, but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to our Website.
- **b.** We reserve the right at any time to modify or discontinue the Services (or any part or content thereof) without notice at any time. We shall not be liable to you or any third-party for any modification, information change, suspension or discontinuance of the Services.
- **c.** Your submission of personal information through the Website is governed by our **Privacy Policy**.
- d. In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Website or the Services: (a) for any unlawful purpose;
  (b) to solicit others to perform or participate in any unlawful acts; (c) to violate

any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Services or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

# 6. Third-Party Services and Materials

- **a.** The Website may include materials from third-parties. Third-party links on this Website may direct you to third-party websites, applications, or resources that are not affiliated with us, including other Websites and services which allow you to interact with Fantropolis (including but not limited to any wallet extensions).
- **b.** We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
- **c.** We are not liable for any harm or damages related to the order or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.
- **d.** Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

### 7. Disclaimers, Limitations of Liability and Indemnification

a. We do not guarantee, represent or warrant that your use of our Services will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the Services will be accurate or reliable. You agree that from time to time we may remove the Services for indefinite periods of time or cancel them at any time, without notice to you. You expressly agree that your use of, or inability to use, the Services is at your sole risk. The Services are (except as expressly stated by us) provided "as is" and "as available" for

your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of fitness for a particular purpose, durability, title, and non-infringement. In no case shall the Company, or its directors, officers, members, employees, affiliates, agents, contractors, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Services obtained using the service, or for any other claim related in any way to your use of the Services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some states or jurisdictions do not allow for the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

b. You agree to indemnify, defend and hold harmless the Company and Company parents, subsidiaries, affiliates, partners, officers, directors, members, agents, contractors, licensors, service providers, subcontractors, suppliers, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the anything they incorporate by reference, or your violation of any law or the rights of any third-party

#### 8. **\$FAME Disclaimers**

- a. \$FAME is a utility token that comes with each Fantropolis Channel.
- **b.** The \$FAME token was created under the Coin Standard on the SUI blockchain at:

0x3a6de1c3f6f5797b22f4624e0fa2cbc56495132a35eaf8b42953c804597 16e9d::fame::FAME

- c. Please note the following about \$FAME:
  - i. Channel owners can transfer their \$FAME to other Fantropolis Channels.
  - ii. A Fantropolis Channel that transfers \$FAME to another may earn a small amount of \$FAME.

- iii. The amount of \$FAME a Fantropolis Channel holds will represent its status.
- iv. \$FAME does not represent any equity, revenue-share, membership interest, nor any other sort of economic or governance right over MECHA DAO LLC nor Fantropolis Channels.

#### 9. ARBITRATION AND CLASS ACTION WAIVER

- a. PLEASE READ THIS SECTION CAREFULLY: IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.
- **b.** By visiting or using the Website and/or the Service, you agree that the laws of the Marshall Islands, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms of Service.
- c. You agree that any dispute, controversy or claim arising out of or relating to these Terms, including whether the claims asserted are arbitrable, shall be submitted to JAMS or its successors for arbitration in accordance with the JAMS International Arbitration Rules. The tribunal will consist of three arbitrators and will be conducted remotely. The language used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrators may be enacted by any court having jurisdiction thereof. The final decision of the arbitral proceeding will be respected by the Parties. Each party shall bear its own fees and costs in any Dispute Resolution.
- d. UNLESS YOU PROVIDE US WITH A TIMELY ARBITRATION OPT-OUT NOTICE TO US AT THE EMAIL INDICATED IN THE CONTACT INFORMATION BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND WE OTHERWISE AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING.

### 10. Additional Provisions

**a.** In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest

- extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service. Such determination shall not affect the validity and enforceability of any other remaining provisions.
- b. This Agreement is effective unless and until terminated by either you or us. You may terminate the Agreement with us at any time by not accessing the Site or the Services. If, in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of the Agreement (including without limitation any provision of the Terms of Service), we reserve the right to terminate our Agreement with you and deny you access to the Services. We further reserve the right to restrict your access to the Site in any way or to stop providing you with all or a part of the Services at any time and for no reason, including, without limitation, if we reasonably believe: (a) your use of the Services exposes us to risk or liability; (b) you are using the Services for unlawful purposes; or (c) it is not commercially viable to continue providing you with our Services. The aforementioned does not limit any other rights and remedies that may be available to us, whether in equity or at law, all of which we expressly reserve.
- c. The Agreement constitutes the entire agreement and understanding between you and us and governs your use of the Services. This Agreement supersedes any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms). Any ambiguities in the interpretation of these Terms shall not be construed against us. Any failure by us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.