

# Terms and Conditions

This Club 3 website (“Website”) is owned, operated, licensed or controlled by Meta PH Holding, LLC (“Club 3”) and is for your personal use. Please read these Website Terms and Conditions of Use (“Terms”) carefully before using the Website. The use of “You” or “Your” refers to any user of the products or services offered on the Website which is subject to these Terms. Club 3 reserves the right to update these Terms at any time without notice to you. However, the most current version of these Terms may be accessed by clicking on the “Terms and Conditions of Use” link located at the bottom of the Website. When you use the Website, you accept, WITHOUT LIMITATION OR QUALIFICATION, these Terms, including any changes that are made from time to time. If you do not accept or agree with these Terms, then do not use the Website or download any materials or content from it. By accessing, using, browsing or downloading in any way, without limitation or qualification, any material on the Website, you agree to and are bound by these Terms.

## **Capacity to Accept these Terms**

You represent that you are either 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. Regardless, you affirm that you are 13 years of age or older, as the Club 3 Website is not intended for use by children under 13. If you are under 13 years of age, then please do not use the Club 3 Website. If you are under 13 years of age and need to access the Club 3 Website, request parental or guardian assistance.

## **Restrictions on Use**

Club 3 hereby grants you permission to use the Website as set forth in these Terms, provided that: (i) your use of the Website as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Website in any medium without Club 3's prior written authorization; and (iii) you will otherwise comply with the terms and conditions of these Terms. In order to access some features of the Website, you may have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Club 3 immediately of any breach of security or unauthorized use of your account. Unless you have first obtained prior written approval, you may not do any of the following:

- Use any robot, RATs, keyboard loggers, time bombs, spyware, adware, spider or any other automatic devices not provided by us to extract any data or content from the Website;
- Interfere disrupt, or attempt to gain unauthorized access to other accounts on the Website or any other computer network;
- Frame or utilize framing techniques to enclose any trademark, logo, or other proprietary content, including page layout or form; use of any meta tags or any other "hidden text" utilizing the Club 3 name or trademarks.
- Post or submit any unlawful, libelous, obscene, defamatory, scandalous, threatening, inflammatory, profane or pornographic material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any applicable laws or regulations;
- Create a false identity or otherwise attempt to mislead any person as to the identity or origin of any communication; or
- Engage in any other activity deemed by Club 3 to be in conflict with the spirit or intent of the Website.

## **Intellectual Property Rights**

The use of Club 3 trademarks, service marks and logos is prohibited without Club 3's express prior written consent and Club 3 will strictly exercise and enforce its rights to the fullest extent of the law. You may not use, copy, republish, upload, modify, reproduce, distribute or use Club 3's Website content in any way without the prior written consent of Club 3, except as provided in these Terms. You may download one copy of the material on the Website for your personal, non-commercial home use only, provided you do not delete, modify or change any copyright, trademark or other proprietary notices. All of the Website content is copyrighted including, but not limited to, all text, design, graphics, images, sound files, video, interfaces, code, layout, and the selection and arrangement thereof appearing or included from time to time on the Website except where explicitly noted otherwise. You agree not to circumvent, disable or otherwise interfere with security related features of the Website, or features that prevent or restrict use or copying of any content or enforce limitations on use of the Website or the content herein. If you modify or use materials for any other purpose, you will be violating the intellectual property rights of Club 3, which it vigorously protects. The material in the Website is provided for lawful purposes only.

## **Third-Party Copyrights**

If you believe any content on the Website infringes your copyright, you may request removal of such content from the Website by contacting Club 3's legal department by mail using the address below or email at [concierge@club3members.com](mailto:concierge@club3members.com). Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. §512 (c)(2), please provide the following information:

- Your name, address, telephone number, and e-mail address. Identification of the copyrighted work that you believe to be infringed. Please describe the work and include a copy of the location (URL) of the unauthorized version of your work.

- A statement that you have a good faith belief that the Website content is not authorized by the copyright owner, its agent, or the law.
- A signature or the A signature or the electronic equivalent from the copyright holder or authorized representative.

Mailing address:

Attn: General Counsel

Meta PH Holding, LLC

4700 Millenia Blvd, Suite #400

Orlando, Florida 32839

### **Hyperlinks**

You are not permitted to create a link to the Website without first obtaining Club 3's prior written consent.

### **Privacy Policy**

All of the information that is collected from customers, such as email addresses and related personal information and credit card information, is subject to the Website privacy policy. Please see the Website Privacy Policy.

### **User Submissions**

The Website content may now or in the future permit the submission of suggestions, ideas, graphics, concepts, photos, videos or other communications or information, or know-how contained in any communications or information submitted by you and other users ("User Submissions") and the hosting, sharing, and/or publishing of such User

Submissions. You agree that, upon submitting, posting or otherwise transmitting to Club 3, any such User Submissions will become and forever be the property of Club 3 and you further understand that whether or not such User Submissions are published, Club 3 does not guarantee any confidentiality with respect to any User Submissions. You agree that Club 3 may publish your name and/or User Submission on the Club 3 Website, in email campaigns, on social media pages, in print material, press releases or any other mediums, and Club 3 may freely use any User Submissions for any purpose whatsoever, be it commercial or non-commercial, without any acknowledgement, notification or payment of any compensation to you. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Club 3 to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by Club 3. Club 3 may use such submissions in any manner in the sole discretion of Club 3. You retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to Club 3, you hereby grant Club 3 a perpetual worldwide, non-exclusive, royalty-free, sub licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Website and other Club 3 or successor business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each recipient of any User Submission a non-exclusive, royalty-free license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the Website and under these

Terms. In connection with User Submissions, you further agree that you will not: (i) submit copyrighted material, material protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Club 3 all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage Club 3 or any third party; (iii) submit material that is unlawful, libelous, obscene, defamatory, scandalous, threatening, pornographic, harassing, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any regulation or law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business(es); or (v) impersonate another person. Club 3 will fully cooperate with any law enforcement authorities, agencies or court order requesting or mandating disclosure of the identity of any person posting any such information or materials. Club 3 does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Club 3 expressly disclaims any and all liability in connection with User Submissions. Club 3 reserves the right to remove Website content and User Submissions without prior notice. Club 3 also reserves the right to decide whether Website content or a User Submission is appropriate and complies with these Terms. Club 3 may remove such User Submissions and/or terminate Website access for uploading material in violation of these Terms at any time, without prior notice and at its sole discretion.

## **Warranties**

The Website and the Website content are provided on a “as is” basis. To the fullest extent permitted by law, Club 3, its parent, subsidiaries, and affiliates (“Club 3 Entities”), and each of their agents, representatives and service providers, disclaim all warranties, either expressed or implied, statutory or otherwise, including but not limited to the implied warranty of merchantability, non-infringement of third parties’ rights, and fitness for particular purpose. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you. The Club 3 Entities, their agents, representatives and service providers cannot and do not guarantee or warrant that: (a)

the Website will be reliable, accurate, complete, or updated on a timely basis; (b) any files available for downloading from the Website will be free of infection by viruses, worms, Trojan horses, or other codes that manifest contaminating or destructive properties; (c) the Website will be free from human and machine errors, failure of performance, omissions, delays, interruptions and losses, including loss of data; or (d) functions or services performed on the Website will be uninterrupted or error-free.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CLUB 3 DOES NOT GUARANTEE THE CONTINUOUS UNINTERRUPTED OR SECURE ACCESS TO THE WEBSITE OR ANY RELATED SERVICES. THE OPERATION OF THE WEBSITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE THE CONTROL OF CLUB 3. TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT THE CLUB 3 ENTITIES SHALL NOT BE LIABLE TO YOU AND/OR ANY OTHER PERSON FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY DAMAGES, DAMAGES FOR LOSS PROFITS, LOSS OF PRIVACY OR SECURITY OR FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF GOOD FAITH, LACK OF NEGLIGENCE, OR WORMANLIKE EFFORT OR CONDUCT) ARISING FROM YOUR USE OF THE WEBSITE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE WEBSITE, EVEN IF THERE IS NEGLIGENCE ON THE PART OF CLUB 3, OR AN AUTHORIZED CLUB 3 REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BOTH, AND EVEN IN THE EVENT OF FAULT, TORT OR STRICT OR PRODUCT LIABILITY OR MISREPRESENTATION. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF, AND RELIANCE ON, THE CLUB 3 GOODS AND SERVICES, FROM INABILITY TO USE THE CLUB 3 GOODS OR SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE CLUB 3 SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

## **Indemnity**

You agree to defend, indemnify and hold harmless, Club 3, its parent company, affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses, (including but not limited to attorneys' fees) arising from: (i) your use of and access to the Website; (ii) your violation of any of these Terms, (iii) your violation of any third party right, including without limitation any copyright, property, or privacy act; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the Website. You also agree to indemnify, defend and hold harmless Club 3 and its third party providers, from and against any and all losses, damage, liability and costs of every nature incurred by any claim, damage or loss related to or arising out of your use of the Website or related Websites, any alleged unauthorized use of the Website, or any breach or alleged breach by you of these Terms.

## **Payment Verification**

Club 3 reserves the right to refuse service or decline orders for any reason. Accordingly, Club 3 may request written verification and proof of a user's identity by supplying Club 3 with a copy of government issued photo identification at Club 3's sole discretion.

## **Membership**

Club 3 access is available only with a paid Membership. Memberships are recorded on the blockchain and are available for minting on the Website. Once Memberships are sold out, Memberships will be available for resale on the secondary market including sites such as Opensea.

## **Memberships Cancellations**

Memberships are available on a one-time payment basis. If you wish to resell your Memberships, you may resell your Membership on the secondary market.



You will not receive a refund for Memberships fees.

### **Gift Cards**

This gift card is issued by Club 3. Present this card for food, beverage, tip, or products at any Club 3 restaurant and members club. This card will not be replaced if lost, stolen or destroyed without the gift card number and receipt. Cards will not be redeemed for cash unless required by law, or Club 3's company policy. No expiration date and no fees apply to this card. Purchase or use of this card constitutes acceptance of these terms and the Website terms.

### **Gift Cards**

The following terms and conditions apply to all Club 3 gift cards: This gift card is issued by Club 3. Treat this card like cash. Present this card for food, beverage, tip, or products at any participating Club 3 restaurant and members club. If this card is lost, stolen or destroyed, Club 3 may replace this card if you provide the gift card number and receipt, and then, only for the unused value. Unauthorized resale, internet distribution or replication is strictly prohibited. No returns and not redeemable for gift cards or cash unless required by law, or Club 3 company policy. No expiration date and no fees apply to this card. Purchase or use of this card constitutes acceptance of these terms and the Website terms.

### **Termination**

Club 3 has the right to terminate your access to the Website content for any reason whatsoever, if Club 3, in its sole discretion, considers your use to be unacceptable or in violation of these Terms. Club 3 may, but shall be under no obligation to, provide you a warning prior to termination of your use of the Website. No failure or delay on the part of Club 3 in exercising any right or remedy hereunder or enforcing the terms and conditions of these Terms will operate as a waiver thereof. If any part or provision of

these Terms is found to be invalid, unenforceable or void, then the remaining portion shall remain in full force and effect.

### **Arbitration**

Club 3 may elect to resolve any controversy or claim arising out of or relating to these Terms or the Website by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. In accordance with the Federal Arbitration Act or the state law modifying or supplementing the Federal Arbitration Act any such controversy or claim will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Orange County, Florida and judgment on the arbitration award may be entered in any court having jurisdiction thereof.

### **Governing Law and Exclusive Jurisdiction**

This Website is controlled by Club 3 from its offices within the United States of America. Club 3 products and services may be available in many parts of the world, but services are not available worldwide. Claims of every nature (including without limitation, contract, tort and strict liability) relating in any way to any aspect of the Website shall be governed by the laws of the State of Florida, U.S.A without regard to its conflict of law provisions. You hereby consent to jurisdiction in a state or federal court in Orange County, Florida and waive any claim or defense that such forum is not convenient or proper, and consent to service of process by any means authorized by Florida or federal law.