

Terms of Use

September 1, 2022

Welcome to MESSIA. The MESSIA.io service and network (collectively, the "Service") are operated by Harvest Asset Research Limited, a company registered in Hong Kong SAR, and its affiliates (collectively, the "Company", "we", or "us"). By accessing or using our website at www.messia.io, including any subdomain thereof (the "Site"), you (the "User") signify that you have read, understand and agree to be bound by these terms of use ("Terms of Use"), regardless of whether you are a registered member of the Service. In addition to these Terms of Use, you may enter into other agreements with us or others that will govern your use of the Service or related services offered by us or others. If there is any contradiction between these Terms of Use and another agreement you enter into applicable to specific aspects of the Service, the other agreement shall take precedence in relation to the specific aspects of the Service to which it applies.

As used herein, "Users" means anyone who accesses and/or uses the Site. For any terms herein applicable to all Users, or business and other entity Users specifically, or where the context otherwise requires, "Users" shall be deemed to include any business or other entity on behalf of which the Site or Service is accessed by any other User, and "you" shall be deemed to include any such business or other entity and any person acting on behalf of any such business or other entity in connection with the use of the Site or Service.

Changes to these Terms of Use

We may make changes to these Terms of Use from time to time. If we do this, we will post the changed Terms of Use on the Site and will indicate at the top of this page the date the Terms of Use were last revised. You understand and agree that your continued use of the Service or the Site after we have made any such changes constitutes your acceptance of the new Terms of Use.

How to use MESSIA

The Company provides methods and information to allow Users who access the Site to store and transact real-world assets ("Asset(s)" or "Item(s)") in a decentralized and autonomous manner (the "Services"). To access certain Services or some resources offered on the Site, the User may be asked to provide certain registration details or other information. The Services rely on the Company's decentralized, autonomous suite of smart contracts that enables the creation, use, transfer, exchange, and redemption of non-fungible tokens (NFTs) that represent commercial activity for Items. Other Services or resources offered on the Site may require the User to utilize certain Web3 capabilities, such as a crypto-asset wallet capable of interacting with the User's web browser or relevant blockchain nodes.

Users may use the Site for a variety of activities. Users are required to :

1. set up a profile;
2. add MetaMask (or such other crypto-asset wallet that we may support from time to time) to your browser's extensions or download a crypto-asset wallet as a mobile application if you are accessing our Services from your mobile phone;
3. connect your crypto-asset wallet to the Site;
4. approve the Site's signature request, authorizing the Site to interface with your crypto-asset wallet.

All crypto-assets associated with your MetaMask or similar crypto-asset wallet address are custodied by you as the wallet holder, not by the Company. Items displayed on the Site are represented by smart contracts found on the Ethereum (or other applicable) blockchain. These smart contracts

provide Users with a traceable, immutable, and cryptographically verifiable transaction log. Your full use and enjoyment of the Services may require you to pay transactional fees as outlined in the Terms of Use.

The Company shall not be responsible for any connection issues, incompatible wallets, technical difficulties, or any other errors related to any crypto-asset wallet and Users understands that failure to verify his/her crypto-asset wallet may result in improper NFT issuance that may not be reversed or resolved. Any such failure is not the fault of the Company.

By creating a Profile, you consent to receive electronic communications from the Company (e.g., via email, push notification, text messages, or other types of messages). These communications may include notices about your Profile (e.g., transactional information) and are part of your relationship with us. We may also send you promotional communications via email we think will be of interest to you. You understand that you are not required to provide this consent as a condition of using the Services and you may opt out of these communications through the Services or through your mobile device's operating system (with the possible exception of important service announcements and administrative messages) by emailing support@messia.io with the word "Unsubscribe" as the email's subject.

Physical Asset Owners' Obligation

As an Asset Owner, by using the Company's Services, you represent and warrant that :

1. your actions and all aspects of your Item(s) comply with the Terms of Service, Privacy Policy, and any other published policy of the Company;
2. you are the owner (or authorized representative of the owner) of each Item and have the legal right to sell the Item and to post all of the Item's descriptions, photos, and other content related to the Item listing;
3. you are in compliance with all laws or regulations regarding any Item;
4. you are authorized to use the Services and submit your Item to the Company; and
5. your Item(s) is authentic, in its described condition, and is not a forgery, doctored, or otherwise altered, and you have disclosed all damage or defects with such Item, including significant wear, rips, tears, discoloration, odour, or broken hardware or components. You must accurately describe your Item(s) and any information submitted with an Item must accurately, truthfully, and completely describe the item. The Company may write Item descriptions and fill in Item attributes on Owner's behalf, but the Company is not obligated to do so.
6. After an NFT has been properly minted and issued to Owner, Owner shall be solely liable and responsible for such NFT and the Company shall have no liability to Owner regarding such NFT. The Company may not assist Owner with any issues related to NFTs after the NFT has been properly issued to Owner. Issues may include, but are not limited to, a loss, error, transfer, or theft.
7. You will be the sole party to liaise with service providers, aka MESSIANGERS, for storage, logistics, legal service, insurance and the like. MESSIA is not responsible for any consequence resulting from the communication or agreement between you and service providers.

Service Providers' Obligation

Service Providers are individuals or organization that provides service in related to a physical asset in the areas of valuation, authentication checking, storage/warehouse, insurance, logistics, legal service etc, before an asset is to be minted into an NFT at MESSIA, and when a user Redeem an asset.

As a Service Provider, by using the Company's Services, you represent and warrant that:

1. your actions and all aspects of your Item(s) comply with the Terms of Service, Privacy Policy, and any other published policy of the Company;
2. you are the owner (or authorized representative of the owner) of the service to be provided to an asset and its owner/representatives;
3. you are in compliance with all laws or regulations regarding the service;
4. you are authorized to provide the Services for the asset owner/representatives;
5. you will use your best effort and knowledge to provide relevant service at a reasonable cost;
6. You will remain professional and effective throughout the process from relating to onboarding to redeeming an asset;
7. You will be the sole party to liaise with the asset owner/representatives. MESSIA is not responsible for any consequence resulting from the communication or agreement between you and asset owners/representatives.

TERMS APPLICABLE TO ALL USERS: ELIGIBILITY, LICENSE AND REPRESENTATIONS

Eligibility: General

By using the Service or the Site, you agree to and will abide by all the terms and conditions of these Terms of Use. If you violate any of these Terms of Use, or otherwise violate an agreement between you and us, the Company may revoke your access and any content or information that you have posted on the Site and/or prohibit you from using or accessing the Service or the Site (or any portion, aspect or feature of the Service or the Site), at any time in its sole discretion, with or without notice.

Restrictions on Data Collection/Termination

Without our prior consent, you may not:

1. Use any automated means to access this Site or collect any information from the Site (including, without limitation, robots, spiders, scripts or other automatic devices or programs);
2. Frame the Site, utilize framing techniques to enclose any Content or other proprietary information, place popup windows over this Site's pages, or otherwise affect the display of this Site's pages; engage in the practices of "screen scraping", "database scraping" or any other activity with the purpose of obtaining content or other information; or
3. Use this Site in any manner that violates applicable law or that could damage, disable, overburden, or impair this Site or interfere with any other party's use and enjoyment of this Site.
4. We may terminate, disable, or throttle your access to, or use of, this Site and the Services for any reason, including without limitation, if we believe that you have violated or acted inconsistently with any portion of these Terms of Use.

User Representations

You represent, warrant, and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libellous, defamatory or otherwise unlawful material. Additionally, you agree not to use automated scripts to collect information from the Service or the Site or for any other purpose. You

further agree that you may not use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Site. In addition, you agree not to use the Service or the Site to:

1. Upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
2. Upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation;
3. Upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
4. Upload, post, transmit, share or otherwise make available any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; intimidate or harass another User;
5. Upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
6. Use or attempt to use another's account, service or system without authorization from that person and the Company, or create a false identity on the Service or the Site; or
7. Use any funds derived or obtained from an illegal activity or source to make a purchase through the Platform; or
8. Upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of the Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose the Company or its Users to any harm or liability of any type.

ALL USERS: CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES

Because MESSIA operates on the Internet/Blockchain, it is necessary for you to consent to transact business with us online and electronically. As part of doing business with us, therefore, we also need you to consent to our giving you certain disclosures electronically, either via our Site or to the email address (or other electronic means of communication) you provide to us. The decision to do business through us electronically is yours. This document informs you of your rights concerning Disclosures.

Electronic Communications. Any Disclosures will be provided to you electronically through messia.io either on our Site or Discord server or other social media channels.

Scope of Consent. Your consent to receive Disclosures and transact business electronically, and our agreement to do so, applies to any transactions to which such Disclosures relate, whether between you and Fractional or between you and another party with whom you transact through the Site. Your consent will remain in effect for so long as you are a User and, if you are no longer a User, will continue until such a time as all Disclosures relevant to transactions that occurred while you were a User have been made. Consenting to Do Business Electronically. Before you decide to do business electronically with Fractional, you should consider whether you have the required hardware and software capabilities described below.

Hardware and Software Requirements. To access and retain information electronically, you must satisfy the following computer hardware and software requirements: access to the Internet; an email

account and related software capable of receiving email through the Internet; supported Web browsing software (Chrome version 32.0 or higher, Firefox version 26.0 or higher, Internet Explorer version 8.0 or higher, or Safari version 7.0 or higher); and hardware capable of running this software.

Telephone Consumer Protection Act Overview Consent: You expressly consent to receiving calls and messages, including auto-dialed and pre-recorded message calls, and SMS messages (including text messages) from us, our affiliates, agents and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers). Your cellular or mobile telephone provider will charge you according to the type of plan you carry.

NO INVESTMENT ADVICE

You acknowledge that MESSIA does not provide investment advice or a recommendation of securities or investments. Furthermore, you agree that the contents of the Platform do not constitute financial, accounting, legal or tax advice from Messia.io. You should always obtain independent financial and tax advice from your professional advisers before making any financial decisions.

TERMS APPLICABLE TO BUSINESS AND OTHER ENTITY USERS

Eligibility: Business and Other Entity Users

Access to the Site for Users that are businesses, other entities or persons acting on behalf of such businesses or entities, is intended solely for authorized representatives of businesses or other entities that are in good standing in each jurisdiction in which they are registered to conduct business and persons otherwise authorized by such businesses or entities to act in furtherance of the business or entity's use of the Site or Service. By using the Service or the Site on behalf of a business or other entity, you represent and warrant that you are duly authorized in accordance with the foregoing by the business or other entity on behalf of which you are acting, that you have the power and authority to enter into binding agreements on behalf of the business or entity or in the capacity in which you are acting, and that the business or entity is in good standing in each jurisdiction in which it is registered to conduct business to the best of your knowledge. Furthermore, you confirm that you agree to all of the terms and conditions of these Terms of Use individually and on behalf of such business or other entity and represent and warrant that you and such business or other entity will abide by all of the terms and conditions of these Terms of Use.

Additional Representations: Business and Other Entity Users

In addition to the User Representations set forth above under "User Representations", which you hereby confirm on behalf of the business or entity member, you further agree, both individually and on behalf of the business or entity, not to use the Service or the Site to:

1. Communicate with any other User regarding the business or entity, or its business operations, other than anonymously and publicly via the Site, or upload, post, transmit, share, or otherwise make available any information or informational material identifying the business or entity or its business operations (other than Business Data provided to the Company or other information requested by the Company or otherwise necessary for your use of the Site or Service); and
2. Upload, post, transmit, share, store or otherwise make publicly available on the Site any private information regarding the business or entity, including, without limitation, addresses, phone numbers, email addresses, tax identification numbers and credit, or any personal information regarding persons associated with the business or entity (other than Business Registration Data provided to the Company).

3. Furthermore, you represent and warrant and agree, both individually and on behalf of the business or entity, that:
4. All email addresses provided on behalf of the business or entity are and will be used by the business or entity for business purposes; and
5. You will not represent or portray the business or entity as being affiliated with the Company in any capacity other than being a User of the Site or Service without the Company's prior written consent.

ALL USERS: INTELLECTUAL PROPERTY MATTERS

Trademarks

The Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

Copyright Complaints

If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to support@messia.io

To meet the notice requirements under the Digital Millennium Copyright Act, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to the Company are non-confidential and shall become the sole property of the Company. The Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

TERMS APPLICABLE TO SECONDARY MARKET USERS:

Any secondary transfer activity of fractional ownership tokens that were originally minted by the fractional protocol can occur over any interface or medium that enables interaction with the decentralized Ethereum blockchain network, such as a decentralized exchange, ethereum wallet, or other smart contracts. Transactions on the Ethereum blockchain network will be affected between participants. By participation on the Ethereum blockchain network, you acknowledge your understanding that: (i) all transactions will be executed using tools made available for the ethereum blockchain network, (ii) all negotiations and confirmation activities will be performed by Users, independent third-parties, or smart contracts and will not involve MESSIA, and (iii) MESSIA does not receive, transfer or hold funds or ownership tokens on any centralized database or server.

“Electronic Fund Transfer” means any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, that is initiated through an electronic device or computer to instruct the fractional protocol to debit or credit a blockchain wallet address. Electronic Fund Transfers include such electronic transactions as direct deposits or withdrawals of funds, transfers initiated via website or mobile application.

Your Liability: Authorized Transfers. You are liable for an Electronic Fund Transfer that you authorize, whether directly or indirectly.

MESSAGING

Direct messaging between certain Users (“Messaging Services”) may occur through other platforms or communication channels. The Messaging Services are intended to be used for factual questions and answers between Users regarding specific transactions proposed to be executed on the Ethereum blockchain network. The Messaging Services shall not be used for other commercial or non-commercial purposes, including, without limitation, marketing, advertising, promotion of violence, personal attacks or threats, abusive behaviour, harassment, profanity or hateful imagery. As a User of the Ethereum blockchain network, you are responsible for the content you provide. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy or reliability of any content posted via the Messaging Services. You understand that by using the Ethereum blockchain network, you may be exposed to content that might be offensive, harmful, inaccurate, or otherwise inappropriate, or in some cases, deceptive. All User-generated content is the sole responsibility of the person who originated such content. We do not monitor or control the content posted via the Messaging Services and, we cannot take responsibility for such content. Fractional reserves the right to remove content that we determine violates our Terms of Use or we may restrict, suspend, or terminate any User’s use of the Messaging Services, if we determine in our sole and absolute discretion, that such person has used the Messaging Services in a manner that is inconsistent with these Terms of Use and or applicable law.

ALL USERS: MISCELLANEOUS TERMS

Links to Other Web Sites and Content

The Site contains (or you may be sent through the Site or the Services) links to other web sites (“Third Party Sites”), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or originating from third parties (the “Third Party Content”). Such Third-Party Sites and Third-Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Content posted on the Site, including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of or linking to any Third-Party Site or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Sites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

User Disputes

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

Privacy

Please review the Site's Privacy Policy. By using the Site or the Service, you are consenting to have your personal data transferred to and processed in the United States.

Disclaimers

The Company does not guarantee the accuracy of any User Content or Third-Party Content. Although we provide rules for User conduct, we do not control and are not responsible for what Users fractionalize on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third-Party Content. The Company is not responsible for the conduct, whether online or offline, of any User of the Site or Service. The Company cannot guarantee and does not promise any specific results from use of the Site and/or the Service.

The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet/blockchain or on the Site or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any User Content, financial damages or lost value, loss of business, or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third Party Content posted on or through the Site or the Service or transmitted to Users, or any interactions between Users of the Site, whether online or offline.

The Company reserves the right to change any and all content contained in the Site and any Services offered through the Site at any time without notice. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company.

Limitation on Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL THE COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST VALUE OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SITE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN TO THE EXTENT PERMITTED BY APPLICABLE LAW THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP. IN NO CASE WILL THE COMPANY'S LIABILITY TO YOU EXCEED \$1000. YOU ACKNOWLEDGE THAT NO FEES ARE PAID TO THE COMPANY FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE

PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM THE COMPANY, REGARDLESS OF THE CAUSE OF ACTION.

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, members, managers, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your User Content, any Third Party Content you post or share on or through the Site, your use of the Service or the Site, your conduct in connection with the Service or the Site or with other Users of the Service or the Site, or any violation of these Terms of Use or of any law or the rights of any third party. The previous sentence shall not apply to any extent to Users while acting as an investor or while registering as an investor in connection with their (i) posting of User Content or (ii) use of the Site or Service.

The Company does not endorse any company, content, items, assets, or other items listed on the Services or any other websites or other resources associated with any User of the Services. You agree that the Company shall not be, and is not responsible or liable for, any damage or loss, directly or indirectly, caused or alleged to be caused by or in connection with the use of or reliance on any content, items, assets, reviews, ratings, comments, or any other information available on the Services or on any websites or resource posted, linked to, or referenced via the Services.

RELEASE

YOU RELEASE THE COMPANY FOR AND FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN OR UNKNOWN, ARISING FROM, RELATED TO, OR IN CONNECTION WITH, (A) YOUR USE OF THE WEBSITE OR SERVICES, (B) THE USE OF THE WEBSITE BY OTHERS, (C) YOUR ACTIONS, INACTIONS, AND/OR OMISSIONS, (D) THE PROMOTION OR ADVERTISING OF ITEMS ON THE WEBSITE, AND (E) THE USE OF THE WEBSITE TO AUTHENTICATE OR REDEEM ANY ITEMS

Governing Law

By visiting or using the Site and/or the Service, you agree that the laws of the Hong Kong SAR, 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 Use. By agreeing to the Terms of Use and using the Website and the Service, you agree to the binding arbitration provisions set forth in these Terms of Use and submit to personal jurisdiction in the courts located in Hong Kong SAR for all purposes, and you agree to waive, to maximum extent permitted by law, any right to a trial by jury for any matter.

FEES AND COSTS

1. Transactions in MESSIA may be subject to Protocol Transaction Fees. Protocol Transaction Fees are not determined by MESSIA, and MESSIA does not receive any part of any Protocol Transaction Fees. Users are advised to consider Protocol Transaction Fees before transacting. MESSIA is not liable for Protocol Transaction Fees and under no circumstances shall Protocol Transaction Fees be recoverable from MESSIA.
2. When trading NFT, or when redeeming TNFT, MESSIA will charge a Transaction Fee as set out on the Platform. The Transaction Fee may vary from time to time and are determined by MESSIA at its discretion. Transaction Fees may differ depending on the nature of the respective asset.
3. There can be other costs incurred between the Physical Asset Owner and service providers, e.g. Storage, Legal Service, Insurance, Logistics and the like. MESSIA do not determine such

costs and does not receive any part of such costs. Therefore, MESSIA is not responsible for any disputes in related to the service and the costs between the asset owner and the service providers.

TAXES

We are not responsible for any tax treatment related to your NFTs, including, but not limited to, any gain, loss, or income generation experienced while using our Services. You are solely responsible for payment of all applicable sales, use, and other taxes and government charges for the submission or redemption of any Items. The Company shall not be responsible for any tax withholdings on your behalf.

Other

The failure of the Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use is held invalid, the remainder of these Terms of Use shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.