

Flowty Terms of Service

These Terms of Service are entered into by and between you (“**you**” or “**your**”) and flowtyNFT Inc. (“**Flowty**,” “**we**,” “**our**,” or “**us**”). The following terms and conditions, together with the schedules and any documents expressly incorporated by reference (collectively, “**Agreement**”), govern your access to and use of the technology service offering made available to you through Flowty.io and further described in this Agreement (“**Service**”).

BY CLICKING THE “I ACCEPT” BUTTON OR SIMILAR ATTESTATION WHEN SUCH OPTION IS MADE AVAILABLE TO YOU OR OTHERWISE VISITING THE FLOWTY.IO WEBSITE OR USING THE SERVICE, YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT EFFECTIVE AS OF THE DATE OF SUCH ACTION. YOU EXPRESSLY ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CAREFULLY REVIEWED THIS AGREEMENT AND FULLY UNDERSTAND THE RISKS, COSTS AND BENEFITS RELATED TO TRANSACTIONS MADE USING THE SERVICE. YOU REPRESENT, WARRANT, COVENANT, ACKNOWLEDGE AND AGREE AS SET FORTH IN THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU DO NOT HAVE SUCH AUTHORITY TO ENTER INTO THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCESS OR USE THE SERVICE.

In addition to other important terms and conditions in this Agreement, this Agreement contains both a jury trial waiver and a class action waiver, as well as an agreement to resolve any disputes that may arise by arbitration. PLEASE REVIEW SECTIONS 13.5 to 13.8 to understand your rights and how you may opt out of such requirements.

The Service is offered and available only to individuals who are 18 years of age or older and who are not a Disqualified Person. By using the Service, you represent and warrant that you are of legal age to form a binding contract with Flowty and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Service.

Capitalized terms used this Agreement that are not otherwise defined in the relevant Section shall have the meanings given in Schedule 1.

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Flowty Service Access; Restrictions

- 1.1. Access and Use. Subject to and conditioned on your compliance with the terms and conditions of this Agreement, Flowty hereby grants to you, a non-exclusive, non-transferable, non-assignable right to access and use the Service solely for your use as a User in accordance with this Agreement. To the extent a mobile app owned by us is made available to you as part of the Service, we hereby grant you a non-exclusive, non-transferrable, non-assignable, non-sublicenseable license under copyright to download a single copy of such mobile app onto your device to use and display such mobile app for the sole purpose of enabling you to use such app as part of the Service in accordance with this Agreement. Flowty reserves the right at any time

to make any changes to the configuration, appearance, content functionality, and scope of the Service. Without limiting the generality of any other provisions of this Agreement, Flowty reserves the right at any time, in the exercise of its sole and reasonable discretion, without any liability whatsoever to (i) impose limitations on access to or use of the Service and (ii) temporarily suspend, or to temporarily or permanently restrict access to, the Service or any particular portion thereof. Flowty shall, where reasonably practicable, provide notice to you of any suspension, restriction or limitation on your access to the Service in reasonable detail and the steps required by you to remedy the same.

1.2. Use Restrictions. You shall not use the Service for any purposes beyond the scope of the access granted in this Agreement. Without limiting the foregoing, you agree that you shall not at any time:

- a) copy, modify, translate, adapt, or otherwise create derivative works of the Service, in whole or in part;
- b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service;
- c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any proprietary or non-public software component of the Service, in whole or in part;
- d) bypass or breach any security device or protection used by the Service or Third-Party Services;
- e) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Service, Flowty's information technology systems, or otherwise interfere with Flowty's provision of the Service;
- f) introduce any Harmful Code into the Service, or any Third-Party Service, including but not limited to the Flowty Smart Contract, and the Flow Blockchain;
- g) remove any proprietary notices from the Service;
- h) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person (including any privacy rights);
- i) use the Service to scrape data or for purposes of competitive analysis of the Service, for the development of a competing software product or service, or any other purpose that is to Flowty's commercial disadvantage;
- j) use the Service to sell, or buy NFTs or other items that give the respective NFT Holders rights to participate in an ICO or any securities offering, or that are redeemable for securities, commodities, or other financial instruments;
- k) Use the Service to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity;

- l) take any action with respect the Service, a Flowty Smart Contract or any Digital Wallet to interfere with the proper functioning of the Service or Transactions (as defined below); or
- m) use the Service to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items, or in violation of any Applicable Law.

2. Service Participants; Transactions and Flowty Smart Contracts

- 2.1. Transactions and the Direct User Agreement. The Service operates on the Flow Blockchain to enable NFT Holders and Independent Users to propose, accept and manage peer-to-peer Fungible Token loan transactions, NFT rental transactions and/or buy or sell NFTs (each a “**Transaction**” or collectively referred to as “**Transactions**”). Transactions are executed entirely on the Flow Blockchain based on (i) pre-published rules in the Flowty Smart Contract and (ii) the terms of the direct bi-lateral agreement independently established and accepted between the respective NFT Holder and Independent User (“**Direct User Agreement**”). Each Direct User Agreement includes terms agreed between each Independent User and NFT Holder for a Transaction. Flowty is not a party to any Direct User Agreement, nor does it set the relevant terms of the Direct User Agreement or have the ability to change any terms of the Direct User Agreement. Flowty does not control the Flow Blockchain, Direct User Agreements, the NFTs or Fungible Tokens used in Transactions, and does not serve in any capacity as an agent, controller, collateral agent, security trustee or other third party agent on behalf of the NFT Holder, Independent User, or NFT Issuer. This Agreement is not, and does not establish, a deposit control agreement, securities account control agreement, escrow agreement or any similar tri-party agreement among Flowty, NFT Holders, Independent Users, or NFT Issuers. Under no circumstance shall Flowty be deemed to have “control” (as such term is defined in Article 9 of the Uniform Commercial Code) of the Flow Blockchain, Direct User Agreements, the NFTs or Fungible Tokens used in Transactions or to be exercising “control” pursuant to the terms of this Agreement.
- 2.2. Flowty Smart Contract. The Service executes Transactions solely based on the terms of the Direct User Agreement and the strict rules of the Flowty Smart Contract, including rules for distribution of the respective Fungible Token amounts, the NFT lock and release, and payments in accordance with Schedule 2 or Schedule 3, as applicable. The terms of the Direct User Agreement and the Flowty Smart Contract cannot be changed by an NFT Holder, Independent User or Flowty following consummation of the Direct User Agreement; provided that, Flowty may in its sole discretion update the Flowty Smart Contract to fix bugs or other errors impacting the Service.
- 2.3. Digital Wallets and Like Kind Fungible Token Settlement. Each Independent User and NFT Holder is required to link an established Digital Wallet and maintain the designated Digital Wallet for use of the Service until all Transactions under the applicable Direct User Agreement have been settled. You have the sole responsibility to establish, and maintain, in fully operational, secure and valid status, access to your Digital Wallet and maintain, in your fully secure possession, the credentials for accessing your Digital Wallet and the private key for your Digital Wallet. In the

event of any loss, hack or theft of Digital Assets from your Digital Wallet, you acknowledge and agree that you shall have no right(s), claim(s) or causes of action in any way whatsoever against Flowty for such loss, hack or theft of such Digital Assets. The Service is not compatible with any Digital Assets other than Fungible Tokens and NFTs, and you understand that any attempt to use incompatible Digital Assets will result in complete loss of such incompatible Digital Asset. The Digital Wallet and type of Fungible Tokens (e.g., FLOW) used to consummate the applicable Direct User Agreement by each Independent User and NFT Holder must be the same Digital Wallet and type of Fungible Tokens (e.g., FLOW) used to complete any Transactions related to the Direct User Agreements, including for Early Repayment or the Settlement Process and NFT Collateral release described in Schedule 2 and NFT rental returns described in Schedule 3. By way of example, if FLOW is used to distribute the Loan Disbursement Amount pursuant to Schedule 2, Section 1.3 from Independent User Digital Wallet xxxxxxxxxx1bb44028 to NFT Holder Digital Wallet xxxxxxxxxx026d2, the Loan Repayment Amount must also be in FLOW distributed from NFT Holder Digital Wallet xxxxxxxxxx026d2 to Independent User Digital Wallet xxxxxxxxxx1bb44028. Independent User and NFT Holder shall ensure that their respective Digital Wallets are enabled to send and receive Digital Assets as contemplated in this Agreement.

- 2.4. Flowty Storefront. Services include a buy/sell listing type for NFTs being sold by an NFT Holder (“**Flowty Storefront**”). Schedule 4 sets forth applicable terms and conditions that additionally apply when you engage in any Transaction through the Flowty Storefront as an Independent User purchasing an NFT or NFT Holder selling an NFT.
- 2.5. Third Party Services Acknowledgement. You acknowledge that the Service includes both proprietary technology as well as Third-Party Services, including third-party software code incorporated in the Service and the Flow Blockchain. Certain functionality of the Service is dependent on Third-Party Services and the Flow Blockchain, and if any event were to disrupt any functionality provided by any respective Third-Party Service, the Service may similarly experience a disruption.
- 2.6. Downtime. Flowty uses commercially reasonable efforts to provide access to the Service in a reliable and secure manner. From time to time, interruptions, errors, delays, or other deficiencies in providing access to the Service may occur due to a variety of factors, some of which are outside of Flowty’s control, and some which may require or result in scheduled maintenance or unscheduled downtime of the Service (collectively, “**Downtime**”). Part or all of the Service may be unavailable during any such period of Downtime, and Flowty shall not be liable or responsible to you for any inconvenience or Losses as a result of Downtime. You hereby waive any claim against Flowty as a result of Losses resulting from Downtime.
- 2.7. Privacy. When you use the Service, there may be instances in which you share information with us and Flowty processes your information that may be considered personal information. When your personal information is collected and further processed by or on behalf of Flowty, such processing will be in accordance with Flowty’s Privacy Policy located at [Flowty.io/privacy](https://flowty.io/privacy) (“**Privacy Policy**”) which is incorporated into this Agreement herein by reference. Information related to a Transaction that is posted on the Flow Blockchain is not under the control of Flowty

and is not covered by Flowty's Privacy Policy. While information that is posted on the Flow Blockchain does not directly identify you, such information is not fully anonymous and instead is considered pseudonymized information. Flowty will not attempt to identify any individual through pseudonymized information unless otherwise required under Applicable Law or as may be needed to provide you with notice under this Agreement and as provided in the Privacy Policy.

3. Fees

3.1. Flowty Fee. Transactions shall be subject to a technology fee (i.e., the Flowty Fee) to use the Service provided by Flowty, whether a Transaction relates to a Direct User Agreement with an Independent Lender, Independent Renter or Independent Buyer. The Flowty Fee is solely a technology access fee for access to and use of the Service. The Calculation Disclosures (provided below) include other information concerning fees and calculations used in the Flowty Smart Contract, which Calculation Disclosures may be updated from time to time by Flowty. Flowty Fees for a Direct User Agreement with an Independent Lender, Independent Renter or Independent Buyer (as applicable) are as follows:

- a) Flowty Loan Service Fee. The Flowty Fee for a Transaction involving an Independent Lender ("**Flowty Loan Service Fee**") is set forth in the fee calculation disclosures available at <https://docs.flowty.io/reference/p2p-personal-loans/loan-fees>.
- b) Flowty Rental Service Fee. The Flowty Fee for a Transaction involving an Independent Renter ("**Flowty Rental Service Fee**") is set forth in the fee calculation disclosure available at <https://docs.flowty.io/reference/p2p-rentals/rental-fees>.
- c) Flowty Storefront Transaction Fee. The Flowty Fee for a Transaction on the Flowty Storefront involving an NFT Holder that sells an owned NFT through the Flowty Storefront ("**Flowty Storefront Transaction Fee**") is set forth in the fee calculation disclosures available at <https://docs.flowty.io/reference/secondary-marketplace/secondary-marketplace-fees>.

Each of the calculation disclosures provided in (a) through (c) above shall each be referred to as a "**Calculation Disclosure**" and collectively as "**Calculation Disclosures**" in this Agreement.

3.2. NFT Issuer Royalty. In addition to the Flowty Fee, the Service may require the deposit or transfer of Fungible Tokens as may be necessary to satisfy royalty payments for the respective NFT Issuer that are typically triggered upon the ownership transfer of the applicable NFT used in a Transaction ("**NFT Issuer Royalty**"). If applicable, the NFT Issuer Royalty is either held in the Flowty Smart Contract for the benefit of the NFT Issuer only or paid directly to the NFT Issuer as part of a Transaction, and is separate from the Flowty Fee. In the event the NFT Issuer Royalty is released to the NFT Issuer in accordance with Schedule 2, Schedule 3 or Schedule 4 (as applicable), the NFT Issuer Royalty will be transferred to the NFT Issuer Digital Wallet designated for royalties by the on-chain instructions contained within the NFT used in a respective Transaction or otherwise as designated by the NFT Issuer.

3.3. Taxes. You shall be responsible for determining Payable Taxes applicable to any Transactions and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities. You shall be solely liable for all penalties, claims, fines,

punishments, or other liabilities arising from the non-fulfillment or non-performance to any extent of any of your obligations in relation to the Payable Tax. Flowty shall not be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities except as otherwise required by Applicable Law.

4. Risk Disclosures

Flowty is not responsible for any Losses (including, without limitation, Losses due to theft, fraud, cybersecurity breach, loss of control of private keys) arising from use of the Service or any Transactions. Without limiting the generality of the foregoing, cryptocurrency transactions inherently involve risks that include, without limitation, those risks outlined below:

- **The Service, Third-Party Services and associated systems and operations are vulnerable to damage or interruption from fire, flood, power loss, telecommunications failure, terrorist attacks, cyberattacks, acts of war, criminal activities, earthquakes and similar events.**

Any system interruption that results in the unavailability of the Service (or any Third-Party Service) computer systems or reduced performance of its systems could interrupt or substantially negatively impact the business, and operations of Flowty (such as its ability to, among other things, conduct business and provide the Service), which in effect, may limit a User's ability to perform as required as part of the Transaction during any interruption or the unavailability of the Service or any Third-Party Service.

- **Flowty may be subjected to a variety of cyberattacks from time to time.**

Such attacks could result in the disruption of hardware and software systems, loss, misuse, misappropriation and corruption of data and information, including proprietary information or personal data, interruption of Flowty's operations, including the Service, which could have a material adverse effect on Flowty's business and ability to provide the Service.

- **Many market, technological and legal forces are outside the exclusive control of Flowty.**

Third-Party Services, Fungible Tokens, NFTs, other cryptocurrencies, the Flow Blockchain, blockchain technology generally, and other associated and related technologies are not exclusively controlled by Flowty and adverse changes in market forces, including but not limited to, amendments to regulatory or intellectual property law, technological advancements, decreases in any NFT, Fungible Token, or cryptocurrency or cryptographic token utility, social or economic reforms, the failure of commercial relationships, or the malfunction, breakdown or abandonment of the cryptocurrency protocols may prevent or compromise Flowty's ability to provide the Service.

- **The application of blockchain technology is novel and untested and may contain inherent flaws or limitations.**

Blockchain technology is an emerging technology that offers new capabilities which are not fully proven in use. Risks associated with the blockchain technology could affect the business of Flowty,

how the Service must be offered, or the market for blockchain assets generally (including NFTs and Fungible Tokens) and may prevent or compromise Flowty's ability to provide the Service.

- **There is no guarantee that any NFT or Fungible Token will hold value or increase in value.**

NFTs, Fungible Tokens, and Digital Assets are highly speculative, and maintaining value and utility is contingent upon numerous circumstances, all of which (including legal and regulatory conditions) are beyond Flowty's control. There is no assurance that any Digital Asset, including any NFT or any Fungible Token, will maintain value or utility.

5. Compliance and Regulatory

- 5.1. Compliance with Law. The Transactions and your access to and use of the Service in any manner and for any purpose permitted hereunder is subject to all Applicable Laws. Flowty reserves the right to make changes to its policies, operational guides, procedures, and protocols without notice to you as necessary to comply with Applicable Law or otherwise.
- 5.2. No Custody. The Service is non-custodial, which means Flowty never holds custody of any Digital Assets. Flowty is not involved in the purchase, sale, execution, custody, or trading of Fungible Tokens or NFTs, and only provides the Service to send instructions to the Flow Blockchain for the Transactions.
- 5.3. No Investment Advice. Flowty acts solely as a technology provider of the Service and will not exercise any investment or tax planning discretion regarding Transactions or otherwise through the Service. Under no circumstances will access to the Service be deemed to create a relationship that includes the provision or rendering of investment advice. Neither Flowty nor any of its affiliates, or its and their respective officers, directors, employees, agents, principals, or representatives provide investment advice, recommend any Digital Assets or Transactions, or offer any advice or suggestions on rates or pricing with respect to any Transaction using the Service or Direct User Agreements. To the extent information on any Digital Asset, the Flow Blockchain, Transactions, or other related blockchain technologies is available or made available through the Service, such information is intended for informational and educational purposes only and does not constitute a recommendation by Flowty to enter into any Transactions, to engage in any investment strategies, or as advice about the value or usefulness of any NFT.
- 5.4. Due Diligence is Your Responsibility. Flowty shall have no duty or responsibility to review or perform due diligence on any Users or NFTs. Users are responsible for conducting their own due diligence on all NFTs and potential Transactions concerning the same and take sole responsibility for all decisions made through the Service. Flowty does not provide any valuation, analytics, appraisals, or other information for any Digital Assets. To the extent a suggested valuation, analytic, appraisal, or other information for any Digital Asset is provided on the Service, such information is provided by various third party sources. Flowty shall not be expected or obligated to attempt to verify the validity, accuracy or reliability of any such third party information and Flowty shall in no way be held liable for any such information. The valuations, analytics, appraisals, or other information for any Digital Assets are neither verified nor substantiated, and any reliance on such information is at your own risk.

- 5.5. No FDIC or Other Insurance. Flowty and the Service is not insured by the FDIC or any Flowty insurance policies. To learn more about FDIC insurance, go to <https://www.fdic.gov/resources/deposit-insurance/>. The Transactions are not protected by FDIC insurance or by any Flowty insurance policies. You are advised to directly obtain, at your sole cost and expense, any separate insurance policies you desire for any Transaction.
- 5.6. Disqualified Persons. You are not authorized to use the Service if there are applicable legal restrictions in your country of residence that would make the use of the Service illegal. It is your sole responsibility to ensure that your use of the Service is not prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected in any way by any Applicable Law in your country of residence or domicile. In addition, you are not authorized to use the Service if you are:
- a) a citizen, domiciled in, resident of, or physically present / located in an Excluded Jurisdiction.
 - b) where you are a corporate body: (i) which is incorporated in, or operates out of, an Excluded Jurisdiction, or (ii) which is under the control of one or more individuals who is/are citizens of, domiciled in, residents of, or physically present / located in, an Excluded Jurisdiction;
 - c) an individual or body corporate: (i) included in the consolidated list published by the United Nations Security Council of individuals or entities subject to measures imposed by the United Nations Security Council accessible at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>; or (ii) included in the United Nations Lists (UN Lists) or within the ambit of regulations relating to or implementing United Nations Security Council Resolutions listed by MAS and accessible by <https://www.mas.gov.sg/regulation/anti-money-laundering/targeted-financial-sanctions/lists-of-designated-individuals-and-entities>; or
 - d) an individual or corporate body who is otherwise prohibited or ineligible in any way, whether in full or in part, under any law applicable to such individual or corporate body from participating in any part of the Transactions or use of the Service.

6. Intellectual Property Rights

- 6.1. Flowty IP. You acknowledge that, as between you and Flowty, Flowty owns all right, title, and interest, including all intellectual property rights, in and to the Service. The Flowty word mark and all related names, logos, products and service names, designs, and slogans are trademarks of Flowty or its affiliates or licensors. You must not use such marks without the prior written permission of Flowty. All other names, logos, product and service names, designs, and slogans made available through the Service are the trademarks of their respective owners.
- 6.2. NFT Rights. As between Flowty and you as an NFT Holder, you retain all available right, title, and interests in and to the NFT, subject in all cases to rights reserved by the applicable NFT Issuer. If you are participating in the Service as an NFT Holder and posting your NFT through the Service, you hereby grant to Flowty a non-exclusive, royalty-free, worldwide license to display the NFT and perform all acts with respect to the NFT as may be necessary for Flowty to provide the Service to you and its Users, including with respect to the Flowty Storefront. You represent and warrant

that you have all necessary rights, licenses, consents, and authorizations from third parties (including the applicable NFT Issuer), to provide the rights for Flowty to display any appropriate NFT that you decide to post using the Service.

- 6.3. User Data. Flowty acknowledges that, as between Flowty and you, you own all right, title, and interest, including all intellectual property rights, in and to your User Data, excluding any Statistical Data. You hereby grant to Flowty a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the respective User Data and perform all acts with respect to the User Data as may be necessary for Flowty to provide the Service to you, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display User Data incorporated within the Statistical Data.
- 6.4. Third Party Services. Flowty is not responsible for any Third-Party Service and disclaims any liability with respect to any such Third-Party Service. Such Third-Party Service may include terms and conditions of such Third-Party Service provider, and you are responsible for reviewing such terms and conditions prior to using any such Third-Party Service.

7. Representations, Warranties, Covenants, and Release

- 7.1. User Representations, Warranties and Covenants. You represent, warrant, and covenant to Flowty that:
 - a) You own or otherwise have and will have the necessary rights and consents (as applicable) in and relating to the Digital Assets that are the subject of any Transactions in accordance with this Agreement;
 - b) Your Digital Assets do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights (including those related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world), or any privacy or other property rights of any third party; and
 - c) You will not use the Service in any way other than as authorized by this Agreement, including in any way that may violate any Applicable Law.
- 7.2. Release of Disputes with Users. IF YOU HAVE A DISPUTE WITH ONE OR MORE USERS RELATED TO A TRANSACTION, YOU RELEASE US FROM CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IN ENTERING INTO THIS RELEASE YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

8. Warranty Disclaimer

- 8.1. **FLOWTY DISCLAIMER OF WARRANTIES**. THE SERVICE IS PROVIDED "AS IS." FLOWTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, FLOWTY MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

- 8.2. **THIRD PARTY SERVICES.** ALL THIRD-PARTY SERVICES ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY RESPECTIVE THIRD-PARTY SERVICE IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY PROVIDER OR DISTRIBUTOR OF THE RESPECTIVE THIRD-PARTY SERVICE.
- 8.3. **TRANSFERRING NFTS THROUGH THE SERVICE.** Flowty is not a party to any Transactions between Users, nor does it have a contractual relationship with NFT Issuers that originally issued a respective NFT obtained via the Services. To the extent an NFT Issuer or otherwise assesses that a different or greater royalty is owed than what may have been collected in accordance with Section 3.2 as part of a respective User's Transaction, the responsibility to pay any such assessed royalty falls on the respective User.
- 8.4. **DIRECT USER AGREEMENTS.** Direct User Agreements and the respective terms of such Direct User Agreement are set exclusively by NFT Holder and the respective Independent User. Flowty has no control over any listing made by any User outside of making the Service available for Users to set and accept terms of related Direct User Agreements.

9. Limitation of Liability

- 9.1. **EXCLUSION OF DAMAGES.** IN NO EVENT WILL FLOWTY OR ANY OF ITS LICENSORS, OR SERVICE PROVIDERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (ii) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICE, FUNGIBLE TOKENS OR ANY NFT; (iii) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (iv) LOSS OF GOODWILL OR REPUTATION; OR (v) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 9.2. **CAP ON DAMAGES.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF FLOWTY AND ITS LICENSORS AND SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE FLOWTY FEE ACTUALLY RECEIVED BY FLOWTY FOR THE RESPECTIVE TRANSACTION GIVING RISE

TO THE ALLEGED DAMAGES. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. Indemnification

You shall indemnify, defend, and hold harmless Flowty and its subcontractors and affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns from and against any and all Losses resulting from any Action by a third party that arise out of or result from, or are alleged to arise out of or result from (i) your use and access to the Service; (ii) your breach of this Agreement; (iii) your violation of the rights of any third party; (iv) any Direct User Agreement between you and another User; or (v) your negligence or willful misconduct. You shall promptly notify Flowty in writing of any Action. You shall promptly assume control of the defense and shall employ counsel of your choice to handle and defend any Actions, at your sole cost and expense. Flowty reserves the right to participate in and observe the proceedings at our own cost and expense with counsel of our choosing. You shall not settle any Action without our prior written consent, which shall not be unreasonably withheld or delayed.

11. Copyright Infringement Notice

11.1. Reporting Claims of Copyright Infringement. Flowty takes claims of copyright infringement seriously. Flowty will respond to notices of alleged copyright infringement that comply with Applicable Law. If you believe any materials accessible on or from the Service **infringe** your copyright, you may request removal of those materials (or access to them) from the Service by submitting written notification to our copyright agent designated in Section 11.3 below. In accordance with the DMCA, the DMCA Notice must include substantially the following:

- your physical or electronic signature;
- identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works;
- identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
- adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address);
- a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law;
- a statement that the information in the written notice is accurate; and
- a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Service is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

11.2. Counter Notification Procedures. If you believe that material you posted on the Service was removed or access to it was disabled by mistake or misidentification, you may file a Counter Notice by submitting

written notification to our copyright agent designated in Section 11.3 below. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature;
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address);
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Service is used) and that you will accept service from the person (or an agent of that person) who provided the Service.

11.3. Flowty Designated Agent. Flowty's designated copyright agent to receive a DMCA Notice and Counter Notice may be contacted as follows:

DMCA Notifications

flowtyNFT Inc.

2444 Boston Post Rd #1014

Larchmont, NY 10538

Phone: +1-914-200-4384

Email: copyright@flowty.io

11.4. Repeat Infringers. It is our policy in appropriate circumstances to block access to the Service for Users who are repeat infringers.

12. Monitoring and Enforcement; Termination. Flowty has the right to:

- a) Hide, remove, or refuse to post any NFTs for any or no reason in our sole discretion;
- b) Take any action with respect to any NFTs that we deem necessary or appropriate in our sole discretion, including if we believe that such NFTs violate this Agreement, infringe any intellectual property right or other right of any person or entity, threaten the personal safety of Users of the Service or the public, or could create liability for Flowty;

- c) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- d) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service; and
- e) Terminate or suspend your access to all or part of the Service for any or no reason, including without limitation, any violation of this Agreement.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Service. YOU WAIVE AND HOLD FLOWTY HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY FLOWTY DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER FLOWTY OR LAW ENFORCEMENT AUTHORITIES.

You acknowledge that Flowty cannot review any NFT before it is posted on the Service and cannot ensure prompt hiding or removal of an NFT after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any User. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

13. General Provisions

- 13.1. Notice. All communications, agreements, documents, notices and disclosures that Flowty may provide in connection with the Service will be made available on our website located at flowty.io or as otherwise directed by Flowty. Unless otherwise expressly stated by us in writing, all notices permitted or required by this Agreement will be via email. Notices shall be delivered to the addresses on record which, if to Flowty shall be to the physical address as indicated below or by emailing info@flowty.io; and if to you, the email address that Flowty has on file. You acknowledge and agree that it is your responsibility to ensure that a current email is on file with Flowty in order to ensure that it may provide legal notice to you as contemplated under this Agreement.

Flowty Physical Address:

flowtyNFT, Inc.

2444 Boston Post Rd. #1014

Larchmont, NY 10538

- 13.2. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 13.3. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, Flowty reserves the right to amend this Agreement to effect the original intent as closely as possible in order that the agreement be consummated as originally contemplated to the greatest extent possible.

- 13.4. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.
- 13.5. BINDING ARBITRATION, APPLICABLE LAW AND VENUE. Any claim, dispute, controversy or other matter in question arising out of, relating to or in connection with this Agreement (including, without limitation, any dispute regarding its validity or termination, or the performance or breach thereof) that cannot be resolved by negotiation between you and us within thirty (30) days from the date notice of such matter is received by you or us (as the case may be) from the other shall be submitted, upon notice by either you or us, to arbitration before the American Arbitration Association (“AAA”) in Wilmington, Delaware or such other location as mutually agreed. The AAA rules shall apply and you and Flowty each consent to this method of dispute resolution, as well as jurisdiction, and consent to Wilmington, Delaware being a convenient forum for any such claim or dispute. Both Flowty and you waive any right to object to either the method or jurisdiction for such claim or dispute.
- 13.6. WAIVER OF JURY TRIAL. BOTH FLOWTY AND YOU EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A JURY TRIAL IN RESPECT OF ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE AND ANY COUNTERCLAIM THEREIN. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND MAKES THIS WAIVER VOLUNTARILY.
- 13.7. CLASS ACTION WAIVER. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT, HEARD, OR ARBITRATED AS A CLASS ACTION (INCLUDING WITHOUT LIMITATION OPT OUT CLASS ACTIONS OR OPT IN COLLECTIVE CLASS ACTIONS), OR IN A REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL CAPACITY ON BEHALF OF A CLASS OF PERSONS OR THE GENERAL PUBLIC. ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY.
- 13.8. OPT-OUT OF ARBITRATION, JURY TRIAL AND/OR CLASS ACTION WAIVERS. **You have the right to opt out of the waivers provided in Sections, 13.5, 13.6, and 13.7 by providing written notice of your intention to do so to Flowty within thirty (30) days of the accepting the terms of this Agreement or otherwise using the Service. Notice must be sent in accordance with the notice provision set forth in Section 13.1 above.**
- 13.9. Assignment. You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Flowty’s prior written consent. Flowty may assign or otherwise transfer any of its rights without your consent. Any purported assignment, delegation, or transfer in violation of this Section 13.9 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- 13.10. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint

venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

- 13.11. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 13.12. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 13.13. Survival. All Sections, and any right or obligation of the parties in this Agreement, which by their nature should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

Schedule 1
Definitions

“**Action(s)**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

“**Applicable Laws**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any Government Authority, self-regulatory or industry-regulatory authority or organization, or any other arbitrator, court, or tribunal of competent jurisdiction.

“**Calculation Disclosure**” has the meaning set forth in Section 3.1.

“**Counter Notice**” means the counter notice that you may file with us to dispute a DMCA Action in accordance with Section 11.2.

“**Digital Assets**” means, any fungible or non-fungible tokens including Fungible Tokens and NFTs.

“**Digital Wallet**” means a digital wallet compatible with Fungible Tokens and/or NFTs, in each case owned and controlled by NFT Holder (“**NFT Holder Digital Wallet**”), Independent User (“**Independent User Digital Wallet**,” “**Independent Lender Digital Wallet**,” “**Independent Renter Digital Wallet**” or “**Independent Buyer Digital Wallet**” as applicable), Flowty (“**Flowty Digital Wallet**”), or NFT Issuer (“**NFT Issuer Digital Wallet**”) as the case may be.

“**Direct User Agreement**” has the meaning set forth in Section 2.1.

“**Disqualified Persons**” means anyone disqualified from using the Service as set forth in Section 5.6.

“**DMCA**” means the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512).

“**DMCA Notice**” means the written notice made in accordance with the requirements of the DMCA, and as provided in Section 11.2.

“**Downtime**” has the meaning set forth in Section 2.6.

“**Early Repayment**” has the meaning set forth in Schedule 2, Section 1.1.

“**Excluded Jurisdictions**” means Iran, North Korea, Cuba, Syria, China, Afghanistan, Central African Republic (the), Congo (the Democratic Republic of the), Libya, Mali, Somalia, Sudan, and Yemen.

“**FDIC**” means the Federal Deposit Insurance Corporation.

“**Flow Blockchain**” means the Flow blockchain protocol and Flow Core smart contracts as further described at <https://www.onflow.org/>.

“**Flowty Fee(s)**” means the Flowty Loan Service Fee, the Flowty Rental Service Fee and/or a Flowty Storefront Transaction Fee as applicable with respect to a Transaction.

“**Flowty Loan Service Fee**” has the meaning set forth in Section 3.1(a).

“**Flowty Storefront**” has the meaning set forth in Section 2.4.

“Flowty Storefront Transaction Fee” has the meaning set forth in Section 3.1(c).

“Flowty Rental Service Fee” has the meaning set forth in Section 3.1(b).

“Flowty Smart Contract” the smart contract programmed by Flowty and published on the Flowty Blockchain for the Service.

“Fungible Token” means Dapper Utility Coin (DUC or Dapper Balance), Flow Utility Token (FUT or Dapper FLOW), Flow USD (FUSD), Flow Token (FLOW), USD Coin (USDC), Teleported Tether (tUSDT) and such other fungible tokens compatible with the Service as expressly published by Flowty at flowty.io. Any reference to a number of Fungible Tokens, “amount” or similar reference means the actual number of Fungible Tokens in native currency without conversion to fiat currency or any other Digital Asset.

“Governmental Authority” means the government of any nation or any political subdivision thereof, whether at the national, state, municipal, or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, government.

“Harmful Code” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (1) computer, software, firmware, hardware, system, or network; or (2) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (ii) prevent Flowty or any User from accessing or using the Service as intended by this Agreement.

“Independent Buyer” means any person or entity using the Service to purchase NFTs through the Flowty Storefront.

“Independent Lenders” means any person or entity using the Service as an independent lender of Fungible Tokens.

“Independent Renters” means any person or entity using the Service as an independent renter of one or more NFTs from an NFT Holder.

“Independent Users” means a User that is an Independent Lender, an Independent Renter, or an Independent Buyer under this Agreement.

“List Price” has the meaning set forth in Schedule 4, Section 1.2.

“Loan Amount” means the number of Fungible Tokens transferred from an Independent Users Digital Wallet upon consummation of the respective Direct User Agreement.

“Loan Disbursement Amount” means the number of Fungible Tokens received by an NFT Holder upon consummation of the Direct User Agreement.

“Loan Rate” means the percentage rate used to calculate the Loan Repayment Amount.

“Loan Repayment Amount” means the number of Fungible Tokens agreed to be repaid by NFT Holder to Independent Lender, calculated on a simple interest basis using the Loan Amount and Loan Rate.

“Loan Repayment Date and Time” has the meaning set forth in Schedule 2, Section 1.1.

“Loan Settlement Amount” has the meaning set forth in Section Schedule 2, Section 1.1.

“Loan Term” means the duration of the loan as set in the Direct User Agreement.

“Losses” any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees

“NFT” means a Flow Blockchain-based non-fungible token.

“NFT Collateral” means one or more NFTs locked as collateral for a Transaction with Independent Lenders.

“NFT Holder” means any person or entity using the Service as (1) an owner of one or more NFTs, and (2) using one or more NFTs (owned by such person or entity) on the Service for an applicable Transaction.

“NFT Issuer” means the person or entity that originally issued a respective NFT used as NFT in a respective Transaction, and where the legal transfer of such NFT triggers a royalty payment owed to such person or entity that originally issued the respective NFT.

“NFT Issuer Royalty” has the meaning set forth in Section 3.2.

“NFT Listing” has the meaning set forth in Schedule 4, Section 1.2.

“Payable Tax” means any and all sales, use, gross receipts, environmental, ad valorem, or excise tax or any other similar taxes, fees, duties, or charges of any kind imposed by any Governmental Authority; exclusive, however, of any taxes, assessments, or other levies imposed on Flowty income or capital, any franchise taxes, any taxes in lieu of net income taxes, and any other direct taxes imposed on Flowty.

“Privacy Policy” has the meaning set forth in Section 2.7.

“Refundable Deposit” means the refundable deposit placed by an Independent Renter for NFT rental Transactions.

“Rental Duration” means the duration of the NFT rental as set in the Direct User Agreement.

“Rental Fee” means the number of Fungible Tokens paid by an Independent Renter for use of an NFT in connection with an NFT rental Transaction, excluding the Refundable Deposit.

“Rental Return” has the meaning set forth in Schedule 3, Section 1.2.

“Repayment Opt-In” has the meaning set forth in Schedule 2, Section 1.4.

“Settlement Conditions” has the meaning set forth in Schedule 2, Section 1.3.

“Settlement Process” has the meaning set forth in Schedule 2, 1.3.

“Statistical Data” means information reflecting the access or use of the Service by or on behalf of a User, where such statistical data does not directly identify any individual or company and cannot be

used to identify any individual or company.
“**Third-Party Service(s)**” means any software, software services, content, data, or other materials, including related documentation, that are owned by third parties other than Flowty.

“**Transaction(s)**” has the meaning set forth in Section 2.1.

“**Users**” means any Independent Users, NFT Holders, or individuals and entities that access the Service.

“**User Data**” means information, data, and other content, that is collected, downloaded, or otherwise received, directly or indirectly, from a User by or through the Service and is not made available publicly, but does not include any Statistical Data.

Schedule 2
Fungible Token Loan

- 1.1. NFT Collateral Lock, Loan Amount Distribution, Repayment and Release. Upon consummation of the Direct User Agreement between an Independent Lender and NFT Holder, the NFT Collateral and the Loan Amount are automatically distributed as follows: (i) an amount of Fungible Tokens is transferred from the respective Independent Lender Digital Wallet to the Flowty Digital Wallet to cover the Flowty Fee in accordance with Section 3.1(a); (ii) an amount of Fungible Tokens is transferred from the respective Independent Lender Digital Wallet and locked in the Flowty Smart Contract to cover the NFT Issuer Royalty in accordance with Section 3.2; (iii) an amount of Fungible Tokens equal to the Loan Disbursement Amount is transferred from the respective Independent Lender Digital Wallet to the respective NFT Holder Digital Wallet; and (iv) the NFT Collateral is transferred from respective NFT Holder Digital Wallet and locked in the Flowty Smart Contract until it is released in accordance with Section 1.2 of this Schedule 2 or Section 1.3 of this Schedule 2 (as applicable). The NFT Collateral and NFT Issuer Royalty are locked on the Flow Blockchain until the earlier of (1) the date and time at which the NFT Holder initiates repayment of the Loan Repayment Amount and the repayment is processed by the Flowty Smart Contract in accordance with Schedule 2, Section 1.2 (“**Early Repayment**”) or (2) the earliest date and time following the end of the Loan Term that the Flowty Smart Contract is able to process instructions per the Flowty Smart Contract Settlement Process in accordance with Schedule 2, Section 1.3 (such date and time in (ii) referred to as the “**Loan Repayment Date and Time**”).
- 1.2. Early Repayment Process. Subject to Schedule 2, Section 1.4 and in accordance with the Direct User Agreement, NFT Holder shall be responsible for initiating repayment of the Loan Repayment Amount to Independent Lender Digital Wallet at or before the end of the Loan Term. Upon Early Repayment, the Flowty Smart Contract will release NFT Collateral to the respective NFT Holder Digital Wallet and release the NFT Issuer Royalty to the respective Independent Lender Digital Wallet. For clarity, the Independent Lender will receive an aggregate amount of Fungible Tokens equal to the Loan Repayment Amount and the NFT Issuer Royalty (“**Loan Settlement Amount**”). Unless NFT Holder has selected the Loan Repayment Opt-In in accordance with Schedule 2, Section 1.4, you are solely responsible for initiating repayment of the Loan Repayment Amount and confirming that the repayment is processed by the Flowty Smart Contract in accordance with Schedule 2, Section 1.3, otherwise delay or failure to complete the Early Repayment by the end of the Loan Term will be deemed to be a default of the loan under the respective Direct User Agreement regardless of the cause of any delay (including, without limitation any Downtime or other delays) or failure. If at any time during Early Repayment under this Section the Settlement Process under Section 1.3, the Flowty Smart Contract is unable to transfer the Loan Settlement Amount to the Independent Lender Wallet due to configuration changes to such Independent Lender Wallet, the Loan Settlement Amount will be locked in a separate Flowty Smart Contract for recovery by the Independent Lender (“**Loan Settlement Contract**”). Independent Lender may recover the Loan Settlement Amount from the Loan Settlement Contract at any time through the

Independent Lender Digital Wallet from which the Loan Disbursement Amount was distributed pursuant to Schedule 2, Section 1.1.

- 1.3. Automated Settlement Process. In the absence of an Early Repayment, at the time the Loan Repayment Date and Time has been reached, the Flowty Smart Contract will initiate the following settlement process (“**Settlement Process**”) which will validate whether the NFT Holder has both selected the Loan Repayment Opt-In and has Fungible Tokens equal to or greater than the Loan Repayment Amount in the NFT Holder Digital Wallet (“**Settlement Conditions**”). Upon confirming that the Settlement Conditions are satisfied, the Flowty Smart Contract will distribute the Loan Settlement Amount and release the NFT Collateral and NFT Issuer Royalty as follows: (i) withdraw the Fungible Tokens in the amount of the Loan Repayment Amount from the NFT Holder Digital Wallet and, subject to Section 2.3 above, transfer such Fungible Tokens to the Independent Lender Digital Wallet; (ii) release NFT Issuer Royalty to Independent Lender Digital Wallet; and (iii) release the NFT Collateral to NFT Holder Digital Wallet. If there has not been an Early Repayment and one or more of the Settlement Conditions have not been met, the NFT Holder shall be deemed to be in default of the loan under the respective Direct User Agreement, and the Flowty Smart Contract will release the NFT Collateral to the Independent Lender Digital Wallet and release the NFT Issuer Royalty to the NFT Issuer Digital Wallet. Flowty does not guarantee that the various functions of the Service and Flowty Smart Contract will be completed within any minimum amount of time following the end of the Loan Term, it being understood that the Service, including the Settlement Process, is subject to Downtime and other delays.
- 1.4. Automatic Loan Repayment Opt-In. At the time of adding a new listing to the Flowty marketplace, NFT Holder may opt-in to permit the Service to repay the Loan Repayment Amount from NFT Holder Digital Wallet in accordance with Schedule 2, Section 1.3 above (“**Loan Repayment Opt-In**”). If NFT Holder has selected the Loan Repayment Opt-In and there has been no Early Repayment, the Flowty Smart Contract will initiate the Settlement Process in accordance with Schedule 2, Section 1.3 above. **You are strongly encouraged to select the Repayment Opt-In to reduce the risk of default in the absence of Early Repayment.**

Schedule 3
NFT Rental

1.1. Transaction Process. Upon consummation of the Direct User Agreement between an Independent Renter and the NFT Holder, the NFT used in the Transaction is automatically transferred to the Independent Renter Digital Wallet and the Rental Fee and Refundable Deposit is automatically distributed as follows:

(i) an amount of Fungible Tokens equal to the Rental Fee is transferred from the respective Independent Renter Digital Wallet and distributed to (1) the Flowty Digital Wallet in an amount to cover the initial Flowty Fee in accordance with Section 3.1(b) above, (2) the NFT Issuer Digital Wallet in an amount to cover the NFT Issuer Royalty; (3) the NFT Holder Digital Wallet for the balance of the Rental Fee; and

(ii) an amount of Fungible Tokens equal to the Refundable Deposit is transferred from the Independent Renter Digital Wallet and locked in the Flowty Smart Contract until the end of the Rental Duration or until the NFT is returned (if sooner).

1.2. Return of the NFT and Release of the Rental Deposit. Independent Renter shall be responsible for transferring the NFT that was the subject of the Direct User Agreement to the NFT Holder at or before the completion of the Rental Duration ("**Rental Return**"). Unless NFT Holder has selected the Rental Return Opt-In in accordance with Schedule 3, Section 1.3, upon the Rental Return, the Flowty Smart Contract will release the Refundable Deposit to the Independent Renters Digital Wallet. Independent Renter is solely responsible for initiating the Rental Return and confirming that the NFT is processed by the Flowty Smart Contract in accordance with Direct User Agreement terms. In the event of a delay or failure to complete the Rental Return by the end of the Rental Duration for any reason (including, without limitation any Downtime or other delays), the Refundable Deposit will be transferred to the NFT Holder Digital Wallet net of an additional NFT Issuer Royalty and any additional fees as described in Section 3.1(b) above. If at any time the Flowty Smart Contract is unable to transfer the applicable NFT to the NFT Holder Digital Wallet due to configuration changes to such NFT Holder Digital Wallet, the applicable NFT will be locked in a separate Flowty Smart Contract for recovery by the NFT Holder ("**NFT Return Contract**"). The NFT Holder may recover the applicable NFT from the NFT Return Contract at any time through the NFT Holders Digital Wallet from which the NFT was distributed pursuant to Schedule 3, Section 1.1.

1.3. Automatic Rental Return Opt-In. At the time the Independent Renter selects a rental listing to enter into a Direct User Agreement with a respective NFT Holder for a listed NFT, the Independent Renter may opt-in to permit the Service to automatically return the applicable NFT from the Independent Renter Digital Wallet to the NFT Holder Digital Wallet upon the conclusion of the Rental Duration ("**Rental Return Opt-In**"). If NFT Holder has selected Repayment Opt-In, the Independent Renter has not already returned the applicable NFT prior to the completion of the Rental Duration and the applicable NFT is stored in the Independent Renters Digital Wallet when the Rental Duration is completed, the Flowty Smart Contract will attempt to automatically return the applicable NFT from the Independent Renters Digital Wallet to the NFT Holder Digital

Wallet. If the Flowty Smart Contract is unable to complete an automatic return, the Flowty Smart Contract will initiate the rental return process in accordance with Schedule 3, Section 1.2 above. You are strongly encouraged to select the Rental Return Opt-In to reduce the risk of losing your Refundable Deposit.

Schedule 4

NFT Storefront

- 1.1. Flowty Storefront Transactions. NFT Holders may list their NFTs for sale (as provided in Section 1.2 of this Schedule), and an Independent Buyer may purchase an NFT, through the Flowty Storefront. Upon acceptance of the List Price (defined below) by an Independent Buyer, the required Fungible Tokens in the amount of the List Price will be transferred from the Independent Buyer Digital Wallet to the NFT Holder Digital Wallet and the NFT Holder's NFT will be transferred from the NFT Holder Digital Wallet to the Independent Buyer Digital Wallet. Flowty will receive the Flowty Storefront Transaction Fee from the NFT Holder's share of the List Price as part of the Transaction. Any applicable NFT Issuer Royalty will also be distributed from the NFT Holder's share of the List Price as part of the Transaction.
- 1.2. Listings. NFT Holder may create a listing for an NFT owned by the NFT Holder by (i) identifying the NFT and the designated NFT Holder Digital Wallet that holds such NFT and (ii) setting the respective NFT's listing price ("**List Price**") (each completed listing an "**NFT Listing**").