

Welcome

Flunks Inc. (“Flunks,” “we,” “us,” “our”, “Zeero”) provides its marketplace and services (described below) to you (“you” or “User”) through its website, platform, and marketplace located at www.zeero.art (the “Platform”), subject to the following Terms of Service (as amended from time to time, the “Terms”). By signing up for an account on the Platform or otherwise using or accessing the Platform, you acknowledge that you have read and agree to these Terms. The Privacy Policy and all such additional terms, guidelines, and rules as set forth on the Platform are hereby incorporated by reference into these Terms and expressly agreed to and acknowledged by the User.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST FLUNKS ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these Terms were last revised. We will also notify you, either through the Platform user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Platform will be effective immediately. Your continued use of the Platform after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

1) What is Zeero?

Zeero provides a platform for Users, including artists (“Creators”) and collectors (“Collectors”), to sell, purchase, list for auction, make offers on, and bid on (each a “Transaction”) Digital Artwork (as defined below).

a) Smart-Contract Enabled. “Digital Artwork” on the Platform refers to a non-fungible Flow-based token that uses smart contracts on the Flow blockchain (“Smart Contracts”). The Flow blockchain provides an immutable ledger of all transactions that occur on the blockchain. This means that all Digital Artwork is outside of the control of any one party, including Flunks, and is subject to many risks and uncertainties. We neither own nor control Dapper Labs, Dapper Wallet, the Flow network, the smart contracts on which Collections (as defined below) are based (“Collection Smart Contracts”), your browser, or any other third party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the Platform. We will not be liable for the acts or omissions of any such third parties,

nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties. You understand that your Flow public address will be made publicly visible whenever you engage in a Transaction on the Platform.

b) Noncustodial. While Flunks offers a marketplace for Digital Artwork, it does not buy, sell, or ever take custody or possession of any Digital Artwork. The Platform facilitates User collection of Digital Artwork, but neither Flunks nor the Platform are custodians of any Digital Artwork. The User understands and acknowledges that the Smart Contracts do not give Flunks custody, possession, or control of any Digital Artwork or cryptocurrency at any time for the purpose of facilitating Transactions on the Platform. You affirm that you are aware and acknowledge that Flunks is a non-custodial service provider and has designed the Platform to be directly accessible by the Users without any involvement or actions taken by Flunks or any third-party. Flunks facilitates Transactions between the Users on the Platform but is not a party to any agreement between any sellers, buyers, Creators, Collectors, and other Users. As a marketplace, Flunks cannot make any representation or guarantee that Creators or Users will achieve any particular outcome as the result of listing their Digital Artwork or engaging in any other Transaction on the Platform.

c) No Securities. The digital assets about which information is provided on the Platform and any information provided in connection with the Platform provided to you are not viewed by the issuer or sponsor of any such digital assets, or those buying or selling the digital asset, as securities under U.S. laws or relevant applicable laws. As a result it is unlikely that fulsome disclosures from the issuer or sponsor, or any executive officer associated with the digital asset or related protocol have been provided, and others may have better or more information than the information made available to you via the Platform or any information provided in connection with the Platform provided to you, or to which you may independently have access.

2) How do I use Zeero?

a) Your Registration Obligations: Anyone can browse the Platform without registering for an account. You may be required to register with Zeero in order to access and use certain features on the Platform, such as participating as a Creator or Collector. If you choose to register for the Platform, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by our registration form. Registration data and certain other information about you are governed by our Privacy Policy. You must be at least 13 years old to register for an account as a Creator, and at least 18 years old to place a bid on any Digital Artwork. If you are between 13 and 18 years old, you must have the expressed permission of a parent or legal guardian who can accept these Terms on your behalf. You are responsible for anything that occurs when anyone is signed in to your account, as well as the security of the account.

b) Member Account, Password, and Security: You are responsible for maintaining the confidentiality of your account and password, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Flunks of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Platform. Flunks will not be liable for any loss or damage arising from your failure to comply with this Section.

c) Connecting your Wallet: In order to participate as a Creator or Collector on the Platform, you must connect your account to your digital wallet supported on Dapper Wallet, or other wallet extensions or gateways as allowed on the Platform. Such digital wallets allow you to purchase, store, and engage in transactions using the native Flow cryptocurrency, FLOW, and Dapper Credit. All Transactions on the Platform are in the native Flow cryptocurrency, FLOW, or Dapper Credit.

d) Modifications to the Platform: Flunks reserves the right to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice. You agree that Flunks will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Platform.

3) What are the rules for using Zeero?

When using the Platform, you will not directly or indirectly:

- engage in deceptive or manipulative trading activities in any way, including bidding on your own items, preventing bidding, placing misleading bids or offers, or using the Platform to conceal economic activity;
- email, upload, or otherwise distribute any content, including User Content (as defined below), that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to do so under any law or under contractual or fiduciary relationships; (iii) 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; (iv) poses or creates a privacy or security risk to any person or entity; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable (including any sexual depictions of minors); or (vii) in the sole judgment of Flunks, is objectionable or which restricts or inhibits any other person from using or enjoying the Platform, or which may expose Flunks or its Users to any harm or liability of any type;
- interfere with or disrupt the Platform or servers or networks connected to the Platform in any manner that could negatively affect or inhibit other Users from fully enjoying the Platform or that could damage, disable, overburden or impair the functioning of the Platform in any manner;
- disobey any requirements, procedures, policies or regulations of networks connected to the Platform;
- create or list counterfeit items or assets;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- solicit personal information from anyone under the age of 18;
- harvest or collect email addresses or other contact information of other Users from the Platform by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

- advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- further or promote any criminal activity or enterprise or provide instructional information about illegal activities, including for the purpose of concealing economic activity, laundering money, or financing terrorism;
- obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Platform;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Platform or the content posted on the Platform, or to collect information about its Users for any unauthorized purpose;
- create user accounts by automated means or under false or fraudulent pretenses;
- access or use the Platform to carry out financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments;
- access or use the Platform to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that are redeemable for financial instruments, assets that give Creators, Collectors, or Users rights to participate in an ICO or any securities offering, or assets that entitle Creators, Collectors, or Users to financial rewards, including but not limited to, DeFi yield bonuses, staking bonuses, and burn discounts, provided that the foregoing will not restrict the legal use of any proceeds resulting from your permitted use of the Platform; or
- access or use the Platform for the purpose of creating a product or service that is competitive with any of our products or services.

4) What are the intellectual property rights on the Platform?

a) Creator Rights

The Creator owns all legal right, title, and interest in all intellectual property rights of the content underlying the Digital Artwork minted on the Platform (such underlying content, the “Art Content”) and any content specific to a Collection that is not the Digital Artwork within a Collection (“Collection Content”), including but not limited to copyrights and trademarks in the Art Content and Collection Content, unless the Creator expressly transfers any such right, title or interest to a Collector or other third party. As the copyright owner, the Creator has the right to reproduce, prepare derivatives of, distribute, and display or perform the Art Content and Collection Content.

The Creator hereby acknowledges, understands, and agrees that selling such Digital Artwork on the Platform constitutes an express representation, warranty, and covenant that the Creator (a) has not sold, tokenized or created another cryptographic token, (b) will not, and will not cause another to, sell, tokenize, or create another cryptographic token, in each case representing a digital collectible for the same Art Content underlying such Digital Artwork, and (c) will not make any erroneous or misleading statements regarding any Digital Artwork, Art Content, Collections or Collection Content (including in connection with any sales thereof).

By launching any Digital Artwork on the Platform, the Creator hereby expressly and affirmatively grants to the Collector and, to the extent applicable, any subsequent Collector in a Secondary

Sale (as defined below) a license pursuant to Section 4(c)(ii) below, unless the Creator expressly grants different rights to the Collector.

Creator expressly represents and warrants that its Art Content underlying any Digital Artwork launched on the Platform and Collection Content contain only original content otherwise authorized for use by the Creator, and do not contain unlicensed or unauthorized copyrighted content, including any imagery, design, audio, video, human likeness, or other unoriginal content not created by the Creator, not authorized for use by the Creator, not in the public domain, or otherwise without a valid claim of fair use. The Creator further represents and warrants that it has permission to incorporate the unoriginal content, to the extent such permission is legally required.

On the Platform, a Creator can create a collection of Digital Artworks (a “Collection”) using a unique smart contract (“Collection Smart Contract”). The Creator can choose between various smart contracts to use for their Collection Smart Contract, including without limitation smart contracts that allow only the Creator to mint Digital Artworks and smart contracts that allow Collectors to mint Digital Artworks. Each Collection Smart Contract is wholly owned by the applicable Creator and cannot be sold or traded. However, the individual Digital Artworks in a Collection can be sold in accordance with these Terms. The terms and mechanics of Collections are set forth here.

b) Flunks Rights to Art Content, Collection Content and Non-Flunks Content

User hereby acknowledges, understands, and agrees that by launching, listing, or selling any Digital Artwork (including Non-Flunks Artwork) on the Platform, User hereby expressly and affirmatively grants to Flunks, and its Affiliates (as defined below) and its and their successors, a non-exclusive, world-wide, transferable, sublicensable, perpetual, irrevocable, and royalty-free license to (a) reproduce, display, perform, distribute and transmit the Art Content or Non-Flunks Content underlying such Digital Artwork, and Collection Content, for the purpose of operating and developing the Platform, and (b) use and incorporate the Art Content or Non-Flunks Content underlying such Digital Artwork, and Collection Content, or derivative works of any of the foregoing, on any marketing materials, and to reproduce, display, perform, display and transmit such marketing materials on any media whether now known or later discovered for the purposes of operating, promoting, sharing, marketing, and advertising the Platform. The foregoing licenses include, without limitation, the express rights to: (i) display or perform the Art Content or Non-Flunks Content underlying such Digital Artwork, and Collection Content, on the Platform, a third party platform, social media posts, blogs, editorials, advertising, market reports, virtual galleries, museums, virtual environments, editorials, or to the public; (ii) index the Art Content, Non-Flunks Content and Collection Content in electronic databases, indexes, and catalogues; and (iii) host, store, distribute, and reproduce one or more copies of such Art Content and Collection Content within a distributed file keeping system, node cluster, or other database (e.g., IPFS) or cause, direct, or solicit others to do so. For purposes hereof, “Affiliate” means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with Flunks.

c) Collector Rights

i) The Collector receives a cryptographic token representing the Creator’s Art Content as a piece of property, but does not own the Art Content itself or any intellectual property rights therein. The Collector may display and share the Art Content, but the Collector does not have

any legal ownership, right, or title to any copyrights, trademarks, or other intellectual property rights to the Art Content, except the limited license to the Art Content granted by these Terms.

ii) Upon legally collecting and obtaining ownership of any Digital Artwork launched on the Platform, unless the Creator expressly grants different rights to the Collector, the Collector receives from the seller of such Digital Artwork a limited, worldwide, non-assignable and non-transferable (except as expressly set forth below), non-sublicensable, royalty-free license to display the Art Content underlying such Digital Artwork solely for the Collector's non-commercial purposes, including the right to display such Art Content privately or publicly: (i) for the purpose of promoting or sharing the Collector's purchase of, ownership of, or interest in such Digital Artwork, (ii) for the purpose of sharing, promoting, discussing, or commenting on such Art Content; (iii) on third party marketplaces, exchanges, platforms, or applications in association with an offer to sell, or trade, the Digital Artwork; and (iv) within decentralized virtual environments, virtual worlds, virtual galleries, virtual museums, or other navigable and perceivable virtual environments (the "Collector License"). Upon any sale or transfer of the Digital Artwork to another collector, (a) the foregoing license will automatically transfer to such other collector, and such other collector will be deemed the "Collector" (for purposes of such Digital Artwork and the Collector License to the underlying Art Content) and will be subject to these Terms and (b) the seller or transferor of such Digital Artwork will cease to have any further rights to such Art Content.

iii) While the Collector has the right to sell, trade, transfer, or use their Digital Artwork, the Collector may not make commercial use of the Digital Artwork or its underlying Art Content, unless the Creator expressly grants such rights separately to the Collector.

iv) If a Collector sells, trades or transfers its Digital Artwork to a subsequent Collector, regardless of whether on or off the Platform, such Collector represents and warrants that it will (i) notify the subsequent Collector of these Terms and (ii) require the subsequent Collector to comply with these Terms.

v) The Collector agrees that it will not, and will not permit any third party to, do or attempt to do any of the foregoing without the Creator's express prior written consent in each case: (i) modify, distort, mutilate, or perform any other modification to the Art Content which would be prejudicial to the Creator's honor or reputation; (ii) use the Digital Artwork or underlying Art Content to advertise, market, or sell any third party product or service; (iii) use the Digital Artwork or underlying Art Content in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) incorporate the Digital Artwork or underlying Art Content in movies, videos, video games, or any other forms of media for a commercial purpose, except to the limited extent that such use is expressly permitted by these Terms or solely for Collector's personal, non-commercial use; (v) sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the Digital Artwork or underlying Art Content; (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Digital Artwork or underlying Art Content; (vii) attempt to mint, tokenize, or create an additional cryptographic token representing the same Digital Artwork or underlying Art Content, whether on or off of the Platform; (viii) falsify, misrepresent, or conceal the authorship of the Digital Artwork or underlying Art Content; or (ix) otherwise utilize any Art Content or, except as expressly permitted under these Terms, the

Digital Artwork for the Collector's or any third party's commercial benefit. Collector agrees that it receives no rights to any Collection Content and will not use, copy, distribute or otherwise exploit the Collection Content in any manner.

vi) Collector irrevocably releases, acquits, and forever discharges Flunks and its Affiliates and it and their officers and successors of any liability for direct or indirect copyright or trademark infringement for Flunk's use of any Digital Artwork or underlying Art Content, or any Collection Content, in accordance with these Terms.

vii) Digital Artwork on the Platform that was minted on or by a third party platform or service ("Non-Flunks Artwork") and the intellectual property rights of the content underlying such Non-Flunks Artwork ("Non-Flunks Content") may be subject to separate license or other terms granted in connection with the initial sale of such Non-Flunks Artwork ("Non-Flunks Artwork Terms"), in which case those Non-Flunks Artwork Terms will govern in connection with such content and materials, provided that in the event of any conflict between the Non-Flunks Artwork Terms and these Terms that are not specific to a Collector's rights to use or otherwise exploit the Non-Flunks Content, these Terms shall govern and control as between you and Flunks. Subject to the foregoing, if you purchase any Non-Flunks Artwork, you agree to comply with the Non-Flunks Artwork Terms.

d) Platform Content, Software, and Trademarks

You acknowledge and agree that the Platform may contain content or features ("Platform Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Flunks, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Platform or the Platform Content, in whole or in part. In connection with your use of the Platform you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Flunks from accessing the Platform (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Platform or the Platform Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Platform or distributed in connection therewith are the property of Flunks, our Affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Flunks.

The "Flunks" and "Zeero" names and logos are trademarks and service marks of Flunks Inc. (collectively the "Flunks Trademarks"). Other company, product, and service names and logos used and displayed via the Platform may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Flunks. Nothing in these Terms or the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Flunks Trademarks displayed on the Platform, without our prior written permission in each instance. All goodwill generated from the use of Flunks Trademarks will inure to our exclusive benefit.

e) Third Party Content

Under no circumstances will Flunks be liable in any way for any Digital Artwork, Art Content, Collection Content, Non-Flunks Artwork, Non-Flunks Content, Collection, or any other content or

materials of any third parties (including Users), including, but not limited to, (i) for any errors or omissions in any content or materials, (ii) for infringement or violation of intellectual property or other rights in relation to such content or materials, (iii) for any promises, purported promises, or commitments made by other Users, or (iv) for any loss or damage of any kind incurred as a result of the use of any such content or materials or as a result of reliance on any such promises or commitments. You acknowledge that Flunks does not pre-screen content, but that Flunks has the right (but not the obligation) in our sole discretion to refuse or remove any content that is available via the Platform. Without limiting the foregoing, Flunks has the right to remove any content (and to terminate any licenses granted with respect thereto) that is deemed by Flunks, in our sole discretion, to violate these Terms or otherwise be objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content and the purchase of any Digital Artwork (including Non-Flunks Artwork), including any reliance on the accuracy, completeness, or usefulness of such content.

f) User Content Transmitted Through the Platform

With respect to the Digital Artwork, Art Content, Collection Content, Non-Flunks Artwork, Non-Flunks Content, Collection, or any other content or materials you upload through the Platform or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein, or otherwise have all necessary rights under applicable law to all materials incorporated in the User Content to engage in Transactions. Excluding Art Content and Collection Content (which are licensed in Section 4(b) above), by uploading any User Content you hereby grant Flunks and its Affiliates its and their successors a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify, transmit and otherwise use your User Content in connection with the operation of the Platform or the promotion, advertising or marketing thereof in any form, medium or technology now known or later developed.

Any questions, comments, suggestions, ideas, feedback or other information about the Platform ("Submissions"), provided by you to Flunks are non-confidential and Flunks will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Flunks may preserve User Content and may also disclose such content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Flunks, its Users and the public. You understand that the technical processing and transmission of the Platform, including User Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

g) Copyright Complaints:

Flunks respects the intellectual property of others, and we ask our Users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Flunks of your infringement claim in accordance with the procedure set forth below.

Flunks will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Flunks’s Copyright Agent at support@flunks.io (Subject line: “DMCA Takedown Request”).

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Platform, with enough detail that we may find it on the Platform;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

h) Counter-Notice

If you believe your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within Northern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Flunks will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

i) Repeat Infringer Policy

In accordance with the DMCA and other applicable law, Flunks has adopted a policy of terminating, in appropriate circumstances and at Flunks's sole discretion, Users who are deemed to be repeat infringers. Flunks may also at its sole discretion (i) limit access to the Platform and/or terminate the memberships of any Users who infringe any intellectual property

rights of others, whether or not there is any repeat infringement and (ii) terminate any Collector License related to a DMCA takedown notice.

j) User Agrees to Cooperate with Flunks

Creator expressly agrees to refund to the Collector and/or Flunks, at Flunks's direction, the entire portion of Fees (as defined below) received from the sale of any Digital Artwork that was subsequently removed from the Platform pursuant to an effective DMCA request to which the Creator failed to timely submit an effective DMCA Counternotification. Flunks will not be held liable to any User for removing allegedly infringing works from the Platform or otherwise fulfilling its legal obligations under the DMCA.

Creators, Collectors, and all Users expressly agree to cooperate and timely respond to Flunks's investigations, requests, and inquiries related to DMCA disputes or allegations of infringement.

5) What Fees does Zeero charge?

Fees and Royalties. You agree and understand that all fees, commissions, royalties, and other compensation ("Fees") are in consideration of Zeero's provision of the Platform hereunder (including facilitating the minting and/or listing of NFTs) and such Fees will be transferred, processed, or initiated directly through one or more of the smart contracts on the Flow blockchain network.

Zeero reserves the right to collect fees for sales on the Platform, up to a maximum of \$0.50 USD on each transaction, and a maximum of 100% of the remaining sales price up to the discretion of the lister, known as "tips". Zeero may, in its sole discretion, consequently distribute its portion of the total sales price in its discretion. Zeero will notify you of the applicable Fees at the time of minting or sale, or through other reasonable means.

Zeero cannot guarantee any royalty for a secondary sale outside the Platform of Digital Artwork launched on the Platform.

Zeero does not generally collect any fees, commissions, or royalties for transactions occurring outside of the Platform. With respect to any Fees which are to be received by a Creator with respect to any NFTs, Zeero is not responsible for the Creator's ability to collect any Fees for transactions occurring outside of the Platform. Users irrevocably releases, acquits, and forever discharges Zeero and its Affiliates and its and their officers and successors of any liability for royalties, fines, or fees not received from any transaction outside of the Platform.

All Transactions on the Platform, including without limitation minting, tokenizing, bidding, listing, offering, purchasing, or confirming, are facilitated by smart contracts existing on the Flow network. The Flow network requires the payment of a transaction fee for every transaction that occurs via Dapper Wallet, and thus every Transaction occurring on the Platform. The value of the Transaction Fee is entirely outside of the control of Zeero. The User acknowledges that under no circumstances will a contract, agreement, offer, sale, bid, or other Transaction on the Platform be invalidated, revocable, retractable, or otherwise unenforceable on the basis that the Transaction Fee for the given transaction was unknown, too high, or otherwise unacceptable.

Split. Creators can share earnings from the sale of Digital Artwork launched on the Platform. The terms and mechanics of how to split earnings are set forth here.

Taxes. Users are responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority, "associated with your use of the Platform (including, without limitation, any taxes that may

become payable as the result of your ownership, transfer, purchase, sale, or creation of any artworks).

6) What about my privacy?

Our privacy policy is a part of these Terms. Please review the Flunks Privacy Policy, which also governs the Platform and informs Users of our data collection practices.

7) Other Legal Terms

a) Indemnity and Release: To the extent permitted under applicable law, you agree to release, indemnify and hold Flunks and its Affiliates and their officers, employees, directors and agents (collectively, "Indemnitees") harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Platform (including but not limited to your participation in any sales, auctions, minting, and other activities on the Platform), any User Content, your connection to the Platform, your violation of these Terms or your violation of any rights of another. You further agree that Flunks shall have control of the defense or settlement of any third party claims. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

b) Disclaimer of Warranties: Transactions, including but not limited to all sales of Digital Artwork on the Platform, listings, offers, bids, acceptances, and other operations utilize experimental smart contract and blockchain technology, including non-fungible tokens, cryptocurrencies, consensus algorithms, and decentralized or peer-to-peer networks and systems. Users acknowledge and agree that such technologies are experimental, speculative, and inherently risky and may be subject to bugs, malfunctions, timing errors, hacking and theft, or changes to the protocol rules of the Flow blockchain (i.e., "forks"), which can adversely affect the smart contracts and may expose you to a risk of total loss, forfeiture of your digital currency or Digital Artwork, or lost opportunities to buy or sell Digital Artwork. YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU AGREE THAT FLUNKS AND ALL INDEMNITEES WILL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU IF (A) YOU ARE UNABLE TO LOCATE OR USE YOUR CREDENTIALS, (B) YOUR RIGHTS TO ANY DIGITAL ARTWORK, ART CONTENT OR COLLECTION CONTENT ARE TERMINATED OR (C) ANY THIRD PARTY MAKES ANY CLAIM AGAINST YOU IN RELATION TO ANY DIGITAL ARTWORK, ART CONTENT OR COLLECTION CONTENT, INCLUDING ANY CLAIM OF INFRINGEMENT OR VIOLATION OF INTELLECTUAL PROPERTY OR OTHER RIGHTS. FLUNKS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

FLUNKS MAKES NO WARRANTY THAT (I) THE PLATFORM WILL MEET YOUR REQUIREMENTS, (II) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, PLATFORMS, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS (INCLUDING WITH RESPECT TO ANY DIGITAL ARTWORK AND ART CONTENT).

c) Limitation of Liability: YOU EXPRESSLY UNDERSTAND AND AGREE THAT FLUNKS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, LOSS IN VALUE OF ANY DIGITAL ARTWORK, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FLUNKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE PLATFORM; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND PLATFORMS RESULTING FROM ANY DIGITAL ARTWORK, GOODS, DATA, INFORMATION OR PLATFORMS PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PLATFORM; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM; OR (V) ANY OTHER MATTER RELATING TO THE PLATFORM. IN NO EVENT WILL FLUNK'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID FLUNKS IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

d) Beta Platforms. Certain features on the Platform may be offered while still in "beta" form ("Beta Platforms"). Flunks will utilize best efforts to identify the Beta Platforms by labeling on its Platform. By accepting these Terms or using the Beta Platforms, you understand and acknowledge that the Beta Platforms are being provided as a "beta" version and made available on an "as is" or "as available" basis. The Beta Platforms may contain bugs, errors, and other problems. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR USE OF THE BETA PLATFORMS, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA. In addition, we are not obligated to provide any maintenance, technical, or other support for the Beta Platforms.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PLATFORM OR WITH THESE TERMS OF PLATFORM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE PLATFORM.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "INDEMNITY AND RELEASE", "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF

LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

8) Here are our termination rights.

You agree that Flunks, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Platform and remove and discard any content within the Platform, for any reason, including, without limitation, for lack of use or if Flunks believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Platform may be referred to appropriate law enforcement authorities. Flunks may also in its sole discretion and at any time discontinue providing the Platform, or any part thereof, with or without notice. You agree that any termination of your access to the Platform under any provision of these Terms may be effected without prior notice, and acknowledge and agree that Flunks may immediately lock, freeze, deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Platform. Further, you agree that Flunks will not be liable to you or any third party for any termination of your access to the Platform.

9) We do not get involved with User disputes.

You agree that you are solely responsible for your interactions with any other Users, Creators, and Collectors in connection with the Platform and Flunks will have no liability or responsibility with respect thereto. Without limiting the foregoing, as a Collector, you agree that Flunks has no responsibility for the nature, quality or method of any NFT sale that a Creator may implement. Flunks reserves the right, but has no obligation, to become involved in any way with disputes between you and any other User of the Platform.

10) General Legal Terms

These Terms constitute the entire agreement between you and Flunks and govern your use of the Platform, superseding any prior agreements between you and Flunks with respect to the Platform. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms will be governed by the laws of the Province of British Columbia without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Flunks agree to submit to the personal and exclusive jurisdiction of the provincial and federal courts located within British Columbia, Canada. The failure of Flunks to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform or these Terms must be filed

within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign the Terms without the prior written consent of Flunks, but Flunks may assign or transfer these Terms, in whole or in part, without restriction. The section titles in these Terms are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. Flunks may also provide notices to you of changes to these Terms or other matters by displaying notices or links to notices generally on the Platform.

11) Your Privacy

At Flunks, we respect the privacy of our Users. For details please see our Privacy Policy. By using the Platform, you consent to our collection and use of personal data as outlined therein.

12) Notice for California Users

Under California Civil Code Section 1789.3, users of the Platform from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Platforms of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

- **Agreement to Arbitrate** This Dispute Resolution by Binding Arbitration section is referred to in these Terms as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and Flunks, whether arising out of or relating to these Terms (including any alleged breach thereof), the Platforms, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and Flunks are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
- **Prohibition of Class and Representative Actions and Non-Individualized Relief**
YOU AND FLUNKS AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND FLUNKS AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR

PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

- **Pre-Arbitration Dispute Resolution** Flunks is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@flunks.io. If Flunks and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Flunks may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Flunks or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Flunks is entitled.
- **Arbitration Procedures** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <http://www.adr.org/> as may be updated from time to time. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless Flunks and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Flunks agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is

conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

- **Costs of Arbitration** Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Flunks will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Flunks will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Flunks will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys’ fees will be governed by the AAA Rules.
- **Confidentiality** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
- **Severability** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms will continue to apply.
- **Future Changes to Arbitration Agreement** Notwithstanding any provision in these Terms to the contrary, Flunks agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a User of the Platform, you may reject any such change by sending Flunks written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).