

THE FABRICANT'S SERVICE TERMS

1. INTRODUCTION AND SCOPE

1. These terms ("Service Terms") govern your access to and use of the platform(s) owned and operated by or on behalf of The Fabricant Agency B.V. (Singel 542, 1017 AZ Amsterdam, the Netherlands, Chamber of Commerce number 77357744, VAT number NL860982634B01) ("The Fabricant"), including use of APIs and any other software or tools provided on or in connection with the Fabricant's digital fashion services which include creating, purchasing, viewing and wearing digital fashion items, using tools to mint, purchase, sell, or transfer Non Fungible Tokens ("NFT's") connecting directly or indirectly with others via a marketplace (collectively, the "Service").

2. You agree to be bound by these Terms by using our Service and or by clicking to accept these Terms. If you do not agree to these Terms, you may not access or use the Service. These Terms are provided in such a way that users can store them in a readily accessible manner on a durable medium.

3. If you use the Service on behalf of a company or other entity then "you" includes you and that entity, and you warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms.

4. "NFT" means a non-fungible token implemented on a blockchain (such as the Flow blockchain) associated with certain content or data. Such content may (and in most cases will) be protected by intellectual property rights. Such intellectual property rights include but are not limited to copyrights, trademarks and design rights. NFTs are a record which is maintained on an associated blockchain. Some NFT's may contain smart contracts which have (encoded) conditions that apply between buyers and sellers. NFT ownership is not the same as ownership of the intellectual property rights in the linked or associated content.

5. "User" or "you" means you as the user of the Service, including without limitation as a creator, co-creator, minter, user, buyer or sellers.

6. Garment designers and material designers who provide content to the Services (which include but are not limited to elements of the content comprising or associated with an NFT) are creators for the purpose of the royalty arrangements specified in clause 4.

7. If The Fabricant sells an NFT, the Fabricant's Terms of Sale ("Sale Terms") shall apply to that sale. Reference to Terms In case of such a sale shall mean both these Service Terms and the Sale Terms. Unless The Fabricant acts as an NFT seller, the Fabricant is not party to any agreement between or with users for example over purchase/sale of an NFT. Users need to resolve any dispute over any agreement concerning NFT's between themselves.

8. To use our Service, you must use a third party services and agree to their terms and conditions of use. For example, without limitation, you will need a digital wallet which allows you to make and receive payments concerning

transactions on a blockchain, such as to purchase or sell an NFT.

9. The Fabricant reserves the right to change and amend these Terms and the Sales Terms at any time. Any such changes or amendments will come into effect when they have been published and notified to you.

10. The Service and any other information or materials provided thereunder may not be exported or re-exported to any country or state or person that is subject to trade sanctions, embargoes or similar restrictions. By using the Service, you warrant that you are not such a person and you are not located in such an embargoed country or state.

2. SERVICE AND ACCOUNT

1. Your account on the service ("Account") will be associated with your personal blockchain address as well as a third-party digital wallet provider. You will need additional services, such as these, to access the Service. Such necessary additional services may change.

2. Your Account will be associated with your linked blockchain address and display the NFTs purchased or sold on or through the Service for that blockchain address (and, if applicable, any content associated with such NFTs).

3. The Fabricant does not operate or maintain necessary third-party services such as provision of a digital wallet. The Fabricant does not have control over the contents of your wallet, has no ability to retrieve or transfer its contents and does not accept any liability arising from or connected with your use of a digital wallet. You are solely responsible for keeping your wallet and its contents secure as well as complying with any terms in the agreement with the third party provider.

4. You represent that you comply will all applicable laws (including without limitation export laws and regulations) when using the Service and that you are an adult of the legal age of majority in your country of residence. If you are under the legal age of majority, your parent or legal guardian must consent to these Terms.

4. CHANNEL FEES AND ROYALTIES

1. You agree to pay the Fabricant (i) a 10% (ten percent) channel fee for first sale of an NFT and (ii) 5% (five percent) for each and every subsequent NFT sale, such percentages to be calculated over the total sale price of the NFT. The Fabricant may amend these fees from time to time in its sole discretion. Any such change in fees will take effect following publication of the revised fees on the Fabricant's marketplace.

2. After you have paid the Fabricant's channel fee, the resulting net proceeds on a first sale of an NFT will be split equally among all users involved in the creation of content associated to an NFT using, on or through the Services. By way of example: for a first NFT sale where the price for an NFT is 100 tokens, the Fabricant's channel fee is 10 tokens. The remaining 90 tokens are equally split. In the situation where there is a co-creator (user), garment designer and material designer, each would be paid 30 tokens.

3. Users that buy an NFT on or through the Service may resell the purchased NFT provided they comply and act in accordance with these Terms. Furthermore, users shall (a) ensure that subsequent buyers respect the relevant intellectual property rights that might vest in the content associated with such NFT and (b) resell the purchased NFT on a market place which ensures that a percentage of the resale price will be automatically paid to the Fabricant, all creators, material designer and garment designers in accordance with this clause 3.

5. LICENSE TO USE AND ACCESS THE SERVICE

1. We hereby grant you a limited, revocable, non-exclusive, non-transferable, and non-sub-licensable license to access and use the Service, provided you comply with these Terms.

2. If any software, content, or other materials owned by, controlled by, or licensed to us is distributed or made available to you as part of your use of the Service, we hereby grant you a non-commercial, personal, non-assignable, non-sublicensable, non-transferrable, revocable, and non-exclusive right and license to access and display such software, content, and materials provided to you as part of the Service, in each case for the sole purpose of enabling you to use the Service as permitted by these Terms. Where The Fabricant is creator and seller of an NFT, the license in this sub-clause applies to such content. Your rights in any content linked to or associated with any other NFT may be subject to additional terms and conditions as are set out in any license and or smart contract offered the creator or seller of such NFT (as applicable).

6. INTELLECTUAL PROPERTY

1. The Service and all content and information therein (including without limitation 3D files) are the proprietary content of The Fabricant, licensors, garment designers, material designers and or users, as applicable, and you agree not to take any action inconsistent with such ownership interests.

2. The trademarks and logos (the "Trademarks") used and displayed on or through the Services are registered and unregistered Trademarks of The Fabricant and others. Nothing in these Terms should be construed as granting any license or right to use any Trademark displayed on or through the Services without the written permission of the trademark owner.

3. By using the Service, you grant The Fabricant and its affiliates a worldwide, non-exclusive, sub-licensable, royalty-free, perpetual license to use and display for its business purposes content that you create, co-create, submit or post on or through the Service. You warrant that you own and or have obtained all rights and permissions necessary to grant the rights granted herein for any content you create, co-create, submit, promote or display on or through the Service.

7. THIRD PARTY INTELLECTUAL PROPERTY AND THIRD PARTY SERVICES

1. Third party intellectual property rights (including without limitation trademarks and design rights) may be contained in the content linked to or associated with any NFTs displayed on the Service and are the property of their respective owners and may not be copied or used, in whole or in part, without the permission of the applicable intellectual property rights holder.

2. The Fabricant allows you to (i) create and co-create content (such as digital fashion) and (ii) mint, sell and buy NFTs through its Service. The Fabricant does not make any warranty about any third party content visible through the Service, including any content associated with NFTs displayed on the Service.

3. A purchase, transfer or sale of an NFT may be subject to terms (in addition to the terms covered by a smart contract) that apply between buyer and seller directly. The Fabricant has no control over that contract (or contracts) and is not a party to such written terms (unless The Fabricant is the seller of an NFT in which case The Fabricant's Sale Terms apply).

4. An NFT and or content associated therewith may have utilities that rely on third party services (including without limitation the ability to wear content in a metaverse). The Service may also contain third party functionality, source code and/or applications. When you use a third party service, source code and/or application you are subject to any applicable third party terms and conditions.

5. You may report content with an alleged infringement of intellectual property by sending an e-mail to studio@thefabricant.com. Please ensure that the e-mail contains all information necessary to assess the alleged infringement, including a statement that you are the owner or an agent authorized to act on behalf the owner, your full name, address and contact details and relevant information about the allegedly infringing material and its location. Once relevant information is received, The Fabricant will evaluate this information. If requested, you will provide further information as The Fabricant may reasonably require. Where The Fabricant considers in its sole discretion that content is

or may be infringing third party intellectual property, it will remove such content from its Service. The Fabricant reserves the right to remove any content from its Service at any time without providing any reason. Content may be removed, suspended and reinstated at any time without incurring any liability to you.

8. USER BEHAVIOUR

1. Users shall not: (i) violate any applicable laws or regulations, (ii) infringe any intellectual property rights of a third party or third parties or these Terms; (iii) use another user's account without authorization from such user; (iv) create multiple NFTs for the same content; (v) use the Service in a manner that could damage or overburden the function of the Service; (vi) duplicate, decode or reverse engineer any aspect of the source code used in the Service; (vii) attempt to circumvent channel fees charged by The Fabricant; (viii) use the Service for money laundering, fraud, price manipulation or any other crime (financial or otherwise); (ix) use the Service to mint, sell, transfer or buy NFTs that give rights to participate in an ICO or any securities offering; (x) use the Service to carry out regulated financial activities; (xi) create or display content that is illegal or offensive to other users.

2. If we consider in our sole discretion that you are not using or have not used the Service properly, we may, without prejudice to all other rights, terminate, suspend or disable your access to and use of the Service without notice.

9. USER RISKS

1. Users fully accept, understand and acknowledge that (i) new developments, such as, without limitation, regulations concerning blockchain, crypto-tokens or NFT's) could adversely impact the Service and your ownership, access to or use of an NFT; (ii) the value of an NFT is subjective and that it may become worthless; (iii) you are responsible for determining what taxes apply to transactions and to indicate prices including VAT where applicable; (iv) blockchain transactions are (generally) irreversible; (v) The Fabricant does not control blockchains that you are interacting with, nor smart contracts, nor digital wallets, nor protocols that may be relevant for your ability to access, use, buy, sell, deposit or withdraw any NFT or money and or otherwise transact on or via a blockchain.

2. When using Services, you agree that you will not use NFTs in such a way for them to be or become securities.

10. DISCLAIMER

1. To the extent permitted under applicable law, users agree that:

- the Service is provided "as is" without warranty of any kind;
- the Service may not be uninterrupted or error-free;
- The Fabricant will not be responsible or liable for any loss of any kind in any way connected with or associated to NFTs, or content associated with NFTs, including without limitation, any loss or claim arising from: (a) an NFT transaction or attempted transaction; (b) user errors such as a mistyped address, (c) technical or system failure (d) data loss or (iv) infringement of third party intellectual property rights;

iv. The Fabricant does not control any transfer of right or title in any NFT;

v. The Fabricant is not responsible for losses due to failure of (third party) software (including wallets and smart contracts), blockchain or any other features of an NFT.

11. LIMITATION OF LIABILITY

1. To the extent permitted under applicable law, you agree that: (a) The Fabricant shall not be liable for any indirect or consequential damage (gevolgschade) arising in relation the Service or for any breach of these Terms. (b) The maximum aggregate liability of The Fabricant for direct damages in relation to these Terms shall not exceed the greater of (i) 50% of the fees you paid to The Fabricant in the 12 months prior to the action giving rise to the liability; or (ii) EUR 100 (hundred euro).

2. The limitation in clause 10.1 does not apply for claims arising out of gross negligence (grove nalatigheid) or willful misconduct (opzet) of The Fabricant.

12. USER INDEMNIFICATION

1. To the extent permitted under applicable law, you shall indemnify The Fabricant and its affiliates, officers, agents and employees for any cost, expense, fee, fine, penalty and or damage of whatever nature which is due to, connected with and or resulting from any award, claim and or threat of claim which is in any way related to (a) your use of the Service; (b) any transaction involving an NFT; (c) any content associated with any NFT; (d) violation or alleged violation of any third party rights; and (e) an arrangement or agreement you entered into on or through the Service.

2. You shall inform us of any third party claim promptly and fully cooperate with us on our request and at your expense to assist us in evaluating, responding to and defending such claim.

13. SUPPORT

1. If you wish to provide feedback, have a complaint, or experience a technical issue in relation to the Service, please report it to The Fabricant's channel on Discord or such channel or email address as is notified from time to time on The Fabricant's website. Further details about complaint handling will be communicated on the relevant channel.

2. The Fabricant shall respond to a request for support promptly or to a complaint within 14 days from receipt.

14. CONFIDENTIALITY

1. You warrant to us that all information that you disclose when using the Service is not confidential nor proprietary information. The Fabricant may use such information for its business purposes.

15. PRIVACY

1. When you apply to use and use the Service, The Fabricant collects your personal information, including personal details such as your name, email address and usage data, including through cookies. You consent to The Fabricant collecting your personal data and using cookies for business purposes.

2. The Fabricant processes personal information in compliance with applicable law and in accordance with our Privacy Policy.

16. TERMINATION AND SUSPENSION

1. If you breach any of these Terms, The Fabricant may suspend or immediately terminate all licenses we granted to you.

2. We may at any time also suspend, disable, or delete your Account and/or remove or restrict your ability to access or use the Service. Where we take such actions we will use reasonable efforts to inform you, such as by sending an email to the last email address you provided to us.

3. You may terminate your agreement with The Fabricant at any time by deleting your Account.

4. Termination shall not affect clauses which by their nature are intended to continue to apply after termination.

17. MISCELLANEOUS

1. You may not assign this agreement, nor any rights or benefits provided to you under these Terms to a third party. The Fabricant may assign these Terms and any rights or benefits granted hereunder without your prior consent.

2. Any failure or delay by The Fabricant in exercising any right or remedy provided by law or these Terms shall not impair the right or remedy, nor operate as a waiver or variation of it, nor preclude its exercise at any subsequent time. No single or partial exercise of any right or remedy by The Fabricant shall preclude its further exercise of that right or remedy or the exercise of any other right or remedy.

3. If any provision of these Terms, or portion thereof, is held to be void, invalid, illegal or unenforceable, this shall not affect the legality, validity or enforceability of the remaining provisions. The invalid provisions shall, if required, be modified, or amended possible to reflect the original meaning and intent of the parties.

18. APPLICABLE LAW AND DISPUTE RESOLUTION

1. The formation, construction, performance, and enforcement of these Terms shall be made in accordance with the laws of The Netherlands without regard to its conflict of law provisions.

2. In case of a dispute, the District Court of Amsterdam, The Netherlands, shall have exclusive jurisdiction over such dispute.

THE FABRICANT'S SALE TERMS

1. INTRODUCTION AND APPLICABILITY

1. These Sale Terms apply to any sale of an NFT to you by The Fabricant. Where there are terms contained in any smart contract in the NFT, those terms also will apply to the sale contract in addition to these Sale Terms.

2. For these Sale Terms a “buyer” means a Service user that purchases an NFT on or through the Service. References to users in these Sale Terms shall mean buyers.

3. If you access and use the Service, these Sale Terms are without prejudice to the Service Terms which continue to apply.

2. AN OFFER

1. The Fabricant may make offer to sell an NFT on or through the Service.

2. If an offer is made, it may be subject to a limited period of validity or subject to conditions.

3. The offer will contain a description of the NFT. If The Fabricant makes use of an illustration, it will be an approximate representation of the content associated with an NFT.

4. The Fabricant is not bound by any error or omission in an offer.

5. The Fabricant may amend or withdraw an offer at any time in its sole discretion.

3. THE CONTRACT

1. The sale contract will be concluded when the user by means of the Service clicks to accept an offer.

2. The Fabricant will confirm receipt of the user's acceptance of an offer promptly, for example by email or other electronic communication.

3. A user will pay in crypto currency specified by the Fabricant electronically to the account or digital wallet specified by The Fabricant.

4. CONSUMER RESCISSION RIGHT

1. The purchase of an NFT and/or associated content cannot be revoked once the order process is completed. By completing the order process and clicking to accept the offer, the user agrees with direct delivery of the NFT and/or associated content. You waive any applicable consumer rescission right.

5. WARRANTY

1. The Fabricant warrants that an NFT offered for sale by The Fabricant will be consistent with the NFT's description in the Fabricant's offer.

6. PAYMENT AND PRICE

1. The User shall pay The Fabricant in crypto currency tokens (currently, the “Flow” token) as notified in the offer.

2. The price shown in the offer on the Service will not differ from the price that appears once a buyer has clicked on an NFT it intends to buy provided that a buyer completes the purchase within 10 minutes. Should the order not be completed within 10 minutes, the Fabricant may withdraw, amend, or relist the offer for sale including for a different price.

3. The Fabricant will provide information via the Service about prices including applicable VAT at the prevailing rate and additional costs, such as The Fabricant's channel fees.

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