

NFT TERMS AND CONDITIONS

1. Acceptance of NFT Terms

Welcome to the Vfactory and Vexchange owned and operated by FINATECH Limited Liability Company (“Company”, “we”, “us”, or “our”). These Terms and Conditions (“NFT Terms”) constitute a legally binding agreement between Company and each registered in Vconomics (each, a “User”, “you” or “your”) of the Vex (“Vexchange”) and Vfactory (“Vfact”) located at as any mobile apps Vconomics or such other URL as may be designated by Company from time to time, other related services or applications thereto (collectively, the “NFT Marketplace”).

The NFT Marketplace is considered part of the “Vconomics Services” as defined in the Vconomics Terms of Use (“Vconomics Terms”) set forth [here](#). Company is a “Vconomics Operator” under the Vconomics Terms. The Vconomics Terms are incorporated by reference into these NFT Terms, and also govern your use and access of the NFT Marketplace. In the event of a conflict between these terms of these NFT Terms and the Vconomics Terms, the NFT Terms will supersede and control. Please carefully review these NFT Terms and the Vconomics Terms. By accessing and using the NFT Marketplace (including by purchasing or bidding on any items herein), you are deemed to have read, accepted, executed and agreed to be bound by these NFT Terms (including the Vconomics Terms as incorporated by reference herein). We may change or amend the NFT Marketplace or these NFT Terms at any time at our sole and absolute discretion. Any changes to these NFT Terms will be in effect as of the “LAST REVISED” date referred to at the top of this page. You acknowledge and agree that the form and nature of the NFT Marketplace, and any part of it, may change from time to time without prior notice to you, and that we may add new or remove existing features and change any part of the NFT Marketplace. IF ANY PROVISION OF THESE NFT TERMS OR THE VCONOMICS TERMS OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE OR CONTINUE TO USE THE NFT MARKETPLACE. YOUR CONTINUED USE OF THE NFT MARKETPLACE FOLLOWING THE POSTING OF ANY NOTICE OF ANY CHANGE TO THESE TERMS OF SERVICE SHALL CONSTITUTE YOUR ACCEPTANCE AND AGREEMENT TO SUCH CHANGE.

ARBITRATION NOTICE: THE VCONOMICS TERMS CONTAIN AN ARBITRATION CLAUSE. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND COMPANY AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND COMPANY WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

2. Overview of the NFT Marketplace

The NFT Marketplace provides you with the opportunity to create (or as we call it, mint), sell, purchase, bid on, collect, trade, showcase and otherwise transact digital blockchain collectibles, which may be represented as a non-fungible token (“NFT”) linked with certain digital media and art (“NFT Media”). We facilitate transactions between buyer and seller of an NFT, but we are not a party to any agreement between buyer and seller of an NFT on the NFT Marketplace. We collect revenue on the NFT Marketplace via transaction fees and other applicable fees which we display when you interact with the NFT Marketplace. For the avoidance of doubt, NFTs transacted on the NFT Marketplace are considered “Digital Assets” as defined in the Vconomics Terms. Company reserves the right to be the final decision maker on any disputes arising from purchases via the Vexchange, including in connection with any auctions or other purchase methods.

For NFT Sellers: By minting, providing, or selling an NFT through the NFT Marketplace, you hereby represent and warrant that you own all legal right, title and interest in all intellectual property rights to the NFT Media linked or associated with such NFT, or you are legally authorized by the intellectual property owner to mint, provide or sell the NFT on the NFT Marketplace. For clarity, Company has no obligation or liability to you for keeping, storing, or helping you recover any NFT Media associated with your NFTs.

For NFT Buyers: When you purchase an NFT, you own the NFT that is associated with certain NFT Media, but you do not own any intellectual property rights in such NFT Media except for the license grants expressly set forth herein. In certain cases, we may help to evaluate or provide you with information about a seller of an NFT. However, such information is provided for informational purposes only. You bear full responsibility for verifying the authenticity, legitimacy, identity of any NFT you purchase on the NFT Marketplace. We make no guarantees or promises about the identity, legitimacy, or authenticity of any NFT on the NFT Marketplace.

3. License to Your Content

In connection with your use of the NFT Marketplace, you may be able to post, upload, or submit content to be made available through the NFT Marketplace, including NFT Media that is tied to NFTs you wish to sell on the NFT Marketplace as a seller, and any other content associated with your NFTs (“Your Content”). You retain all rights to Your Content you post, upload, submit, or otherwise made available through the NFT Marketplace, except for rights expressly granted herein. In order to operate the NFT Marketplace, we must obtain from your certain license rights in Your Content so that actions we take in operating the NFT Marketplace are not considered legal violations. Accordingly, by using the NFT Marketplace and uploading Your Content or otherwise made Your Content available, you grant us a license to access, use, host, cache, store, copy, reproduce, transmit, display, publish, distribute, adapt and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) Your Content in any and all media

or distribution methods (now known or later developed) but solely as required to be able to operate and provide services of the NFT Marketplace. You agree that this license includes the right for us to provide, promote, and improve the NFT Marketplace and to make Your Content available to other companies, organizations or individuals for the distribution, promotion or publication of Your Content on other media and services. You agree that these rights and licenses are royalty free, transferable, sub-licensable, worldwide and irrevocable (for so long as Your Content is stored with us), and include a right for us to make Your Content available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the NFT Marketplace, and solely for purpose of providing the NFT Marketplace, and to otherwise permit access to disclose Your Content to third parties if we determine such access is necessary to comply with our legal obligations. As part of the foregoing license grant you agree that the other Users of the NFT Marketplace shall have the right to comment on and/or tag Your Content and/or to use, publish, display, modify or include a copy of Your Content as part of their own use of the NFT Marketplace; except that the foregoing shall not apply to any of Your Content that you post privately for non-public display on the NFT Marketplace. By posting or submitting Your Content to the NFT Marketplace, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above. If you sell an NFT through the NFT Marketplace, you grant to the buyer of the NFT a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy, and display the NFT Media for such purchased NFT. If you sell an NFT, you agree that you will not have any claims against Company for any breach of these NFT Terms by a purchaser, including if they make commercial use of the related NFT Media in breach of these NFT Terms. We have the right to remove or refuse to post any of Your Content, including NFTs, (a) for any or no reason in our sole discretion; and (b) take any action with respect to Your Content that we deem necessary or appropriate in our sole discretion, including if we believe that Your Content violates these NFT Terms, infringes any intellectual property right of any person or entity, threatens the personal safety of Users of the NFT Marketplace or the public, or could create liability for Company or other Users.

If you are a buyer of NFTs, then you acknowledge and agree that the NFT Purchase License set forth above only lasts as long as you are the valid owner and holder of the NFT associated with the licensed NFT Media. If you sell or transfer the NFT to another person, this NFT Purchase License will transfer to such other owner or holder of the NFT, and you will no longer have the benefits of such NFT Purchase License. Unless otherwise specified by seller of an NFT in writing, your purchase

of an NFT does not give you the right to publicly display, perform, distribute, sell or otherwise reproduce the NFT or its related NFT Media for any commercial purpose.

4. Copyright Policy

Copyright Policy Company may, but is not obligated to, monitor the NFTs, NFT Media and Your Content uploaded to the NFT Marketplace for any infringement of a third party's intellectual property rights. However, Company cannot undertake to review all such content before it is posted on the Service and cannot ensure prompt removal of objectionable content after it has been posted. Accordingly, Company assumes no liability for any action regarding transmissions, communications, or content provided by any user or third party. If you believe that any text, graphics, photos, audio, videos, or other materials or works uploaded, downloaded or appearing on the Services have been copied in a way that constitutes copyright infringement, you may submit a notification to our legal department through report feature. It is our policy, in appropriate circumstances and at our discretion, to disable or terminate the accounts of Users who repeatedly infringe copyrights or intellectual property rights of others. Any User of the NFT Marketplace who has uploaded or posted materials identified as infringing as described above may supply a counter-notification. When we receive a counternotification, we may reinstate the posts or material in question, in our sole discretion. To file a counter-notification with us, you must provide a written communication (by fax or regular mail or by email) that sets forth: (a) your name, address, telephone number, e-mail address and physical or electronic signature; (b) 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 to it was disabled; and (c) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled. Please note that you will be liable for damages if you materially misrepresent that content, or an activity is not infringing the copyrights of others.

5. Verification and Payment

When you make purchases through the NFT Marketplace, including, without limitation, any purchase for NFTs, you must provide and maintain valid payment information in connection with your Vconomics Account (as defined in the Vconomics Terms) with us. You represent and warrant that you are authorized to use the payment method you use via the NFT Marketplace to make any purchase. You authorize us to charge your payment method for the total amount of your purchase price. Your order may be suspended or cancelled for any reason, including if the payment method cannot be verified, is invalid or is otherwise not acceptable. Other payments terms for purchases are set forth in the relevant sections of the Vconomics Terms. We have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions that you engage in via the NFT Marketplace, or any other payment or transactions that you conduct via the

NFT Marketplace. We do not provide refunds for any purchases that you might make on or through the NFT Marketplace – whether for NFTs or anything else.

6. Assumption of Risks

Any purchase or sale you make, accept or facilitate outside of the NFT Marketplace of an NFT will be entirely at your risk. You acknowledge that you have obtained sufficient information to make an informed decision to purchase an NFT, including carefully reviewing the code of the smart contract and the NFT and fully understand and accept the functions of the same. We do not control or endorse purchases or sales of NFTs outside of the NFT Marketplace. We expressly deny and disclaim any liability to you and deny any obligation to indemnify you or hold you harmless for any losses you may incur by transacting, or facilitating transactions, in NFTs outside of the NFT Marketplace.

7. Contact

If you have side questions, need answers, or want to complain about the service or experience when using the application, you can contact us at

Email: contact@finatech.io

Address: New Horizon Building, Ground Floor, 3 1/2 Miles Philip S.W. Goldson Highway
Belize City, Belize.