

Flowcart Inc. Terms of Service

Effective Date: 5/1/2023

These Terms of Service ("Terms") govern your access to and use of the services provided by Flowcart Inc. ("Flowcart," "we," "us," or "our") through our content generation and reselling platform ("Platform"). By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree to these Terms, please refrain from accessing or using our Platform.

Services Provided

1.1 Flowcart Reseller Platform: Flowcart provides a reselling platform that facilitates partnerships between brands/suppliers and resellers. Resellers may include but are not limited to other brands that resell brand products, blogs and publications, social media account users and influencers. Our Reseller Platform allows brands/suppliers to upload their products to the reseller marketplace, and then allows resellers to import these products onto their platform for resale. We also facilitate order creation, commission payment, and product data synchronization between shops.

1.2 Flowcart Content Generation Platform: Flowcart provides a content generation platform that allows brands to find and purchase content. Our Content Generation Platform allows brands to gather content from various sources including but not limited to customers, content creators, and generative artificial intelligence and purchase it on the platform. Content creators can also market their services that brands can purchase through the platform.

1.3 Transaction Fees: In consideration for the use of our Reseller Platform and the services provided, Flowcart charges a transaction fee of 5% of the total value of each transaction processed through the Reseller Platform. In consideration for the use of our Content Generation Platform and the services provided, Flowcart charges a transaction fee of 20% of the total value of each transaction processed through the Content Generation Platform. There may also be additional fees associated with the use of our services depending on the subscription plan selected.

User Responsibilities

2.1 Account Creation: In order to access and use the Platform, you must create an account. You are responsible for providing accurate and up-to-date information during the account registration process. You must also safeguard your account credentials and ensure that they are not shared with unauthorized individuals.

2.2 Compliance with Laws: You agree to comply with all applicable laws, regulations, and industry standards while using our Platform. This includes, but is not limited to, complying with any tax obligations, import/export restrictions, and intellectual property rights.

2.3 Content and Intellectual Property: As a user of the Platform, you are solely responsible for the content you upload, post, or transmit through our services. You represent and warrant that you have all necessary rights and permissions to use and distribute such content. Flowcart does not claim ownership over your content, but by using the Platform, you grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, adapt, and distribute your content for the purpose of providing our services.

2.4 Prohibited Activities: You agree not to engage in any activities that may violate these Terms or the rights of others. Prohibited activities include, but are not limited to, unauthorized access to the Platform, interference with the proper functioning of the Platform, and any form of fraudulent, deceptive, or illegal behavior.

Privacy and Data

Flowcart's use and protection of your personal information are governed by our Privacy Policy. By using the Platform, you consent to the collection, use, and disclosure of your personal information as described in the Privacy Policy.

Termination

4.1 Termination by Users: You may terminate your account and discontinue using our services at any time by following the account closure process provided on the Platform.

4.2 Termination by Flowcart: We reserve the right to suspend or terminate your access to the Platform, in whole or in part, at any time and for any reason, including but not limited to a violation of these Terms or applicable laws.

4.3 Effects of Termination: Upon termination, your access to the Platform will be deactivated, and you may no longer be able to access or use any data or content associated with your account. However, Flowcart may retain certain information as required by law or for legitimate business purposes.

Limitation of Liability

To the fullest extent permitted by law, Flowcart and its affiliates, officers, directors, employees, agents, and licensors shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the use or inability to use the Platform or any services provided, even if advised of the possibility of such damages.

Modifications to the Terms

Flowcart reserves the right to modify these Terms at any time, in its sole discretion. We will notify you of any material changes by posting the updated Terms on the Platform or by other

means of communication. Your continued use of the Platform following the posting of revised Terms constitutes your acceptance of such changes.

Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of The United States of America. Any disputes arising out of or in connection with these Terms shall be submitted to binding arbitration in accordance with the rules of American Arbitration Association at 402 W Broadway Suite 400, San Diego, CA 92101, unless otherwise agreed by the parties.

Contact Us

If you have any questions, concerns, or requests regarding these Terms or our services, please contact us at support@flowcart.com.

By using our Platform, you acknowledge that you have read and understood these Terms of Service and agree to be bound by them.