### **MyriadFlow**

# **Creator Terms and Conditions**

Effective Date: August 14, 2024

Welcome to MyriadFlow! These **Creator Terms and Conditions** (the "Creator Terms") govern the use of our platform by creators who wish to launch and showcase their brands, collections, phygitals, and NFTs ("Content") on MyriadFlow. By using our platform to list and display Content, you agree to these terms.

# 1. Creator Responsibilities

#### 1.1 Content Creation and Ownership:

As a creator, you are solely responsible for creating, uploading, and managing your Content on MyriadFlow. You retain all copyright and intellectual property rights to your Content. However, by listing Content on our platform, you grant MyriadFlow a non-exclusive, worldwide, royalty-free license to use, display, reproduce, distribute, and promote your Content in connection with the operation of our platform and related marketing efforts.

### 1.2 Compliance with Laws and Regulations:

You are responsible for ensuring that your Content complies with all applicable laws, regulations, and MyriadFlow's policies. This includes obtaining any necessary licenses or permissions for any third-party materials included in your Content.

#### 1.3 Accuracy and Authenticity:

You must provide accurate and truthful information about your Content, including descriptions and any claims regarding the physical products associated with your Content. You are responsible for the accuracy of all information provided on MyriadFlow.

# 2. Physical Products and Phygitals

#### 2.1 Sale and Delivery:

If you are selling physical products or phygitals through MyriadFlow, you are solely responsible for the handling, shipping, and delivery of these products. MyriadFlow is not responsible for any issues related to the sale, shipment, or delivery of physical products, including but not limited to shipping costs, customs duties, and delivery delays.

### 2.2 Compliance with Export/Import Regulations:

You must ensure that your products comply with all applicable export and import regulations.

MyriadFlow will not be held responsible for any legal issues or liabilities arising from the cross-border sale or shipment of physical products.

### 3. Use of Content

#### 3.1 Rights to Use Content:

By listing Content on MyriadFlow, you grant us the right to use your Content for promotional and marketing purposes, including but not limited to advertisements, social media posts, and other promotional materials. This right is non-exclusive and includes the right to modify and adapt your Content as necessary for such purposes.

#### 3.2 Copyright and Ownership:

While you retain copyright and ownership of your Content, you acknowledge that MyriadFlow may use your Content as described above. This does not affect your rights to the Content, but it grants MyriadFlow the right to utilize your Content for platform-related purposes.

#### 4. Indemnification

You agree to indemnify and hold harmless MyriadFlow, its affiliates, and their respective officers, directors, employees, and agents from any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising from or related to your Content, the sale of physical products, or your violation of these Creator Terms.

### 5. Termination

MyriadFlow reserves the right to remove your Content from the platform and terminate your access if you violate these Creator Terms or our platform policies. You may also terminate your participation as a creator by contacting us and removing your Content from the platform.

# 6. Limitation of Liability

To the fullest extent permitted by law, MyriadFlow shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to your use of the platform or the sale of your Content, including but not limited to any loss of profits or data.

# 7. Amendments

MyriadFlow reserves the right to amend these Creator Terms at any time. We will notify you of any significant changes by updating the effective date of these terms. Your continued use of the platform after any changes constitutes your acceptance of the updated Creator Terms.

# 8. Contact Information

For any questions or concerns regarding these Creator Terms, please contact us at <a href="mailto:contact@myriadflow.com">contact@myriadflow.com</a>.