

POSTINGS POLICY (Last Updated March 20/2023)

1. Setting up your account

a. To access the Howly Platform, you must set up an account using your email address (your "Account"). You will need to create a password for your Account – we encourage you to use "strong" passwords (passwords that use a combination of upper- and lower-case letters, numbers and symbols) with your Account.

b. You must be 18 years or older and capable in your country of residence of entering into a legally binding agreement to use the Howly Platform. If you are below the age of 18 we may require a parent or guardian to enter into the agreement on your behalf. In this instance, we will hold a legally binding agreement with the parent or guardian.

c. You are responsible for maintaining the confidentiality of your login details and for any activities that occur under your Account. If you have any concerns that your Account may have been misused, you should contact us at support@howlyinc.com straight away to let us know.

2. Your rights

a. The materials and content comprising the Howly Platform belong to us or our third-party licensors, and we give you permission to use these materials and content for the sole purpose of using the Howly Platform in accordance with these Terms of Service.

b. Your right to use the Howly Platform is personal to you and you are not allowed to give this right to any other person. Your right to use the Howly Platform does not stop us from giving other people the right to use the Howly Platform.

c. Unless allowed by these Terms of Service or as permitted by the functionality of the Howly Platform, you agree:

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- i. not to copy, or attempt to copy the Howly Platform App or any other portion of the Howly Platform;
 - ii. not to give or sell or otherwise make available the Howly Platform App or any other portion of the Howly Platform to anybody else;
 - iii. not to change, or attempt to change the Howly Platform App or any other portion of the Howly Platform in any way;
 - iv. not to look for or access the code of the Howly Platform App or any other portion of the Howly Platform that we have not expressly published publicly for general use.
- d. You agree that all confidential information, copyright and other intellectual property rights in the Howly Platform App or any other portion of the Howly Platform belong to us or the people who have licensed those rights to us.
- e. You agree that you have no rights in or to the Howly Platform App or any other portion of the Howly Platform other than the right to use and access them in accordance with these Terms of Service.

3. Terms of Acceptance

- a. In addition to the other requirements within these Terms and Conditions, this section describes specific rules that apply to your use of the Howly Platform (the "Rules of Acceptable Use").
- b. When using the Howly Platform you must not:
- i. circumvent, disable or otherwise interfere with any security related features of the Howly Platform;

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- ii. give any false or misleading information, impersonate any person or permit any other person to use the Howly Platform under your name or on your behalf unless such person is authorised by you;
- iii. use the Howly Platform if we have suspended or banned you from using it;
- iv. advocate, promote or engage in any illegal or unlawful conduct or conduct that causes theft, loss, damage or injury to any person or property;
- v. promote or advertise any goods or services, other than items you, as a lender or seller, make available for hire through the Howly Platform;
- vi. send any unsolicited marketing communications through the Howly Platform;
- vii. modify, interfere, intercept, disrupt or hack the Howly Platform;
- viii. misuse the Howly Platform by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm any of the Howly Platform or any user of the Howly Platform's own equipment;
- ix. collect any data from the Howly Platform other than in accordance with these Terms and Conditions;
- x. submit or contribute any User Content that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue or offensive;
- xi. submit or contribute any User Content that you do not own or have the right to use or otherwise infringe the copyright, trademark or other rights of third parties;

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xii. use any User Content in violation of any licensing terms specified by the owner;

xiii. other than leaving reviews about lenders or items, submit or contribute any information or commentary about another person without that person's permission;

xiv. threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person (including but not limited to other users, and Howly Platform employees);

xv. use any automated system, including without limitation "robots", "spiders" or "offline readers" to access the Howly Platform in a manner that send more request messages to the Howly Platform than a human can reasonably produce in the same period of time;

xvi. enter into any agreement to buy, sell, lend or rent any item other than through the Howly Platform platform with any other user who you initially met through the Howly Platform. Doing so is "Fee Avoidance" and you will be liable for double the fees avoided, or a £200 fine (whichever is more) for each instance of doing so.

c. Failure to comply with the Rules of Acceptable Use constitutes a serious breach of these Terms and Conditions, and may result in our taking all or any of the following actions (with or without notice):

i. immediate, temporary or permanent withdrawal of your right to use the Howly Platform Howly Platform App or any other portion of the Howly Platform;

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- ii. immediate, temporary or permanent removal of any User Content;
- iii. issuing of a warning to you;
- iv. legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- v. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

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