



Finanz Butik Terms of Use

Welcome to Finanz Butik. These Terms of Use govern your access to and use of the Finanz Butik.com platform and our related website and applications (the “Platform”) products and services (the “Services”) provided by Finanz Butik. “Finanz Butik” means Finanz Butik Global Corporation and its affiliates and subsidiaries, including but not limited to Inbest JB LLC, Inbest Management LLC, Inbest Services LLC, Jorge Aguirre Bauer PLLC, LUA Host, Finanz Butik Development LLC Inbest FE LP Inbest FGP LLC. Inbest FBP LLC. Inbest FD LP. Inbest FSPV1 LLC. Inbest FB Group RE Holding LLC. Finanz Butik Capital Management. Finanz Butik LLC. Finanz Butik Management LLC Inbest PN LLC (collectively “Finanz Butik,” “we,” “our,” and/or “us”). Finanz Butik and its subsidiaries are headquartered in Miami, Florida. “User” means each person and/or entity that accesses or uses the Platform and/or Services, whether or not such person or entity creates a log in, User Profile or Investing Account.

1. Our Services

These Terms of Use are in addition to any agreements between you and Finanz Butik unless otherwise specified. Our services are Described in our Standard Terms and Conditions, together with any appendixes, which are provided to our customers together with an engagement letter when they sign up for our services and are appended to this document. These terms and conditions are part of your agreement with us. Many of the services offered and described in the Standard Terms and Conditions are provided by third parties which are responsible for their own services, including ensuring that their services comply with any applicable laws or regulations. Finanz Butik is not responsible for the services provided by these third parties, and these third parties may have their own privacy policies or agreements. The terms of the Standard Terms and Conditions, to the extent that they are inconsistent with these Terms of Use, apply. By accessing the Platform, establishing a login on our Platform, completing a profile (“User Profile”), establishing an investing account (“Investing Account”), or using any Services, you agree that you have read, understand, and accept all of the terms and conditions contained in these Terms of Use, including our Investment Risks Disclosure, Privacy Policy, E-Sign and Electronic Delivery Consent, and Regulatory Disclosures. Your compliance with these Terms of Use is a condition of your access to and use of the Platform and Services.

2. Changes To Terms

We may amend or modify the Terms of Use at any time by posting the Terms of Use on the Platform. We will notify Users of our updated Terms of Use by e-mail, notice on our Platform, or similar means. The revised Terms of Use shall be effective on the date posted but will not apply retroactively. Your continued access to or use of the Platform or Services after posting of revised Terms of Use constitutes your acceptance of the revised Terms of Use. If you do not agree to the revisions, your sole and exclusive remedy is to terminate your use of the Finanz Butik Platform and Services.

3. Exclusivity

3.1 By using Finanz Butik, you agree that Finanz Butik may register as the exclusive agent for any preconstruction real estate projects in which you invest, and Finanz Butik shall be entitled to commissions on any such investment, irrespective of whether the investment is made directly through Finanz Butik or via other means.



3.2 You further agree that you will not bypass Finanz Butik by negotiating directly with any developer, constructor, or agent for the preconstruction project in order to avoid paying commissions to Finanz Butik.

3.3 Any attempt to circumvent Finanz Butik's role as the exclusive agent shall not relieve you of the obligation to pay all applicable commissions to Finanz Butik.

4. Recurring Payments/Authorization to Charge

4.1 By signing up for certain products or services offered by Finanz Butik or third parties, you acknowledge that these products or services may require subscription or ongoing payments.

4.2 By subscribing, you agree to pay such recurring payments and authorize Finanz Butik or the relevant third party to charge the financial account you provided for these recurring payments.

4.3 You may terminate such recurring payments by cancelling the subscription and notifying Finanz Butik at support@finanzbutik.com.

4.4 Cancellation will only be effective once confirmation of receipt has been provided by Finanz Butik.

5. Important Notices

By your acceptance of these Terms of Use, you acknowledge receipt of these notices and disclosures:

5.1 Risks of Investing. Please carefully review our Investment Risks Disclosure for an overview of important risks you should consider. You acknowledge and agree that your access to and use of the Platform and Services is subject to risks, including but not limited to the risks described in the risk disclosure and elsewhere on the Platform and documents related to specific occurrence of any of these or other risks could result in losses and damages to you.

5.2 Privacy Policy. Finanz Butik respects your privacy and is committed to protecting it. Please review our Privacy Policy. Notwithstanding and in addition to the foregoing, if you are a vendor to us, are a Sponsor or Issuer, (as defined below), or provide services or goods to Finanz Butik, you acknowledge and agree that we may use and provide your business identifiable information and other nonpublic, confidential information to third parties as part of our vendor onboarding to validate payment instructions and perform due diligence on you as required by law and as otherwise required by us in our reasonable discretion (including but not limited to Know Your Business, credit checks, and background checks).

5.3 E-Sign and Electronic Delivery Consent. Finanz Butik provides most of its Services electronically. You consent to the use of electronic signatures and delivery of records in electronic format during our relationship with you as set forth in our E-Sign and Electronic Delivery Consent, and in accordance with Fl. Stat. 668.50, the Uniform Electronic Transaction Act and the Electronic Signatures in Global and National Commerce Act, (e-SIGN) 15 U.S.C. § 7001, et seq.

5.4 Regulatory Disclosures. In accordance with applicable regulations, Finanz Butik provides certain public Regulatory Disclosures for your information.



6. Investing Accounts

6.1 Registration. To access certain features of the Platform and certain Services, you will be required to create a login and complete a User Profile by providing information about yourself and your entity (if applicable). You agree that the information you provide to us is accurate and that you will notify us of any changes.

6.2 Eligibility. To establish an Investing Account, you must:

- 6.2.1** Be at least 18 years old,
- 6.2.2** Be Eligible to Invest in the Specific Opportunity as a Matter of Law
- 6.2.3** Not have been suspended or removed from the Platform,
- 6.2.4** In addition, some investing opportunities also require you to be an Accredited Investor.
- 6.2.5** Verify your identity and pass certain anti-money laundering checks and other due diligence requirements and Sign an Account Agreement.

6.3 You are responsible for:

- 6.3.1** Making all arrangements necessary for you to have access to the Platform.
- 6.3.2** Ensuring that all people who access the Platform through your internet connection are aware of these Terms of Use and comply with them.

7. Safeguarding Your Investing Account

7.1 When you register, you will be asked to establish a login and password that will be used to access your User Profile and Investing Account(s). We may require multi-factor authentication and other security features to access your User Profile and Investing Account(s). You are solely responsible for maintaining the confidentiality of your login and password, and you accept responsibility for all activities that occur under your login, User Profile and Investing Account(s). You are responsible for maintaining security and control of your login information, passwords, e-mails, devices you use to access the Platform or the Services or to send any instruction to us, and bank accounts you have associated with your User Profile and Investing Accounts. You must keep your email account associated with your login secure against any attacks and unauthorized access. If you believe that your login information or associated email account is no longer secure, then you must immediately notify us at supportl@finanzbutik.com.

7.2 Account Usage. You must ensure that the login, User Profile, and Investing Account you register will not be used by any other person unless they have been registered and completed any required identity verification described in these Terms of Use. Finanz Butik reserves the right to terminate, suspend or restrict your access to the Platform, Services, or your login, User Profile or Investing Account(s) or refuse to complete a transaction or instruction, in its sole discretion. Circumstances in which such adverse actions are more likely to arise include compliance with legal or regulatory requirements, suspected breach of these Terms of Use by you or your User account or Investing Account, suspected security breach, fraudulent activity, money laundering, or other crime, suspicious activity, circumvention of our policies, controls, or procedures, or other actions that we deem warrant adverse action.

7.3 Any instruction or order given for your User Profile or Investing Account using your login credentials or those of any other person you have registered for your User Profile or Investing Account for will be treated as being from you and fully authorized by you, and Finanz Butik will not be liable for relying on such instruction or order.



7.4 Authorization. Users who open a User Profile or an Investing Account or engage in actions in a User Profile or an Investing Account on behalf of an entity or another individual must have full power, authority and capacity to consent to these Terms of Use and make decisions for such entity or individual.

8. Accredited Investor Verification

To complete your Investing Account opening, and before you can invest in any real estate investment opportunities, you must represent that you are an Accredited Investor. We may request validation of this information to comply without legal obligations.

8.1 “Accredited Investor” means an “accredited investor” as defined in Rule 501(a) of Regulation D:

8.2 A natural person who satisfies one of the following federal standards:

8.3 Income: Has earned income that exceeded \$200,000 (or \$300,000 together with a spouse or spousal equivalent) in each of the prior two years, and reasonably expects the same for the current year;

8.4 Net Worth: has a net worth over \$1 million either alone or together with a spouse or spousal equivalent (excluding the value of their primary residence); OR

8.5 Professional License: holds in good standing a Series 7, 65, or 82 license.

8.6 An entity can satisfy the federal standards in several ways, including but not limited to:

8.6.1 Revocable Trust: a revocable trust for which the grantor is an Accredited Investor;

8.6.2 Accredited Owners: an LLC, corporation, or other entity in which all of the equity owners (shareholders or LLC members) are Accredited Investors;

8.6.3 Trust Assets: a trust with assets of more than \$5 million, not formed specifically to purchase the real estate investment opportunities, whose purchase is directed by a sophisticated person; OR

8.6.4 Entity Investments: an LLC, corporation, or other entity with total investments of more than \$5 million, not formed specifically to purchase the real estate investment opportunities.

8.7 In order to be an accredited investor, you also warrant and represent that you meet the maximum investment criteria of shares as provided by Section 856(h) of the Internal Revenue Code.

9. Identity Verification and Anti-Money Laundering Inquiries

9.1 You agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use certain Services, complete an Investing Account opening or an investment. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number and scans of government-issued identity documents. In addition to providing this information, to facilitate compliance with regulatory requirements for data retention, you agree to permit us to keep a record of such information for the lifetime of your Investing Account(s) plus 6 years beyond

the termination of your Investing Account(s). You agree to keep us updated if any of the information you provide changes.

9.2 You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud, money laundering, terrorist financing or other financial crime, and to take any action we deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to identity verification, compliance data recordation, credit reference, fraud prevention, or financial crime agencies and that these agencies may respond to our inquiries in full.

9.3 If there is any reasonable doubt that any information provided by you is wrong, untruthful, outdated or incomplete, we shall have the right to send you a notice to request corrections, remove relevant information directly and, as the case may be, terminate all or part of the Services provided to you.

10. Warranty and Representation

10.1 You warrant and represent to Finanz Butik that:

10.1.1 Eligibility to Invest in Real Estate in the United States: You are eligible to invest in real estate within the United States and are in full compliance with all applicable federal and state laws, including, but not limited to, the Florida law regarding foreign ownership of interests in real estate, specifically Florida Statutes Section 692.201 et seq. You acknowledge and confirm that you are not subject to any legal prohibitions or restrictions that would prevent you from owning or investing in real estate within the jurisdiction of the United States.

10.1.2 Compliance with Sanctions Regimes: You warrant that you are not a person or entity listed on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List (SDN List) or any other domestic or international sanctions regime. You further warrant that you are not subject to any sanctions under any applicable laws, including but not limited to the International Emergency Economic Powers Act (IEEPA), Trading with the Enemy Act (TWEA), and relevant Executive Orders administered by OFAC.

11. Indemnification

11.1 In addition to any other warranties and indemnification, you agree to indemnify and hold harmless Finanz Butik, its affiliates, directors, officers, employees, and agents from and against any and all claims, losses, liabilities, damages, expenses, and costs (including reasonable attorneys' fees) arising out of or related to any breach of the representations and warranties made by the Investor in this agreement. This indemnification obligation shall include any claims or actions based on inaccuracies or falsifications in the representations made regarding the Investor's eligibility and compliance with applicable laws and sanctions regimes.



12. Continuing Obligation

12.1 You acknowledge that the representations and warranties made herein are continuing obligations and shall remain in effect throughout the duration of your investment in real estate through Finanz Butik. You agree to promptly notify Finanz Butik of any changes to your status that would affect the accuracy of these representations and warranties.

13. Communications

13.1 Calls and Texts. If you provide us with phone number(s), you: (a) represent and warrant that the numbers you provide are your phone numbers, and you will promptly notify us if that changes, (b) consent to receive calls and texts made to that phone number concerning your User Profile, Investing Account, transactions, and other operational matters, including calls that may be prerecorded or completed with an automatic telephone dialing system (automated calls) as provided in the Telephone Consumer Protection Act of 1991, 47 U.S.C. § 227 for such operational purposes (including security alerts), or investigating or preventing fraud, and (c) consent to receive calls and texts made to that phone number for promotional purposes. You may opt out at any time from receiving these types of texts or calls by opting out on your Investing Account profile, advising the caller orally, by replying “STOP” to a text, or by e-mail to support@FinanzButik.com. Opting out of receiving operational phone calls and texts may impact the functionality that the Platform and Services provide to you. Please note, even if you opt out, we may still make other calls as permitted by law. You may continue to receive calls or text messages for a short period while Finanz Butik processes your request, and you may also receive text messages confirming the receipt of your opt-out request. From time to time, you also may have the opportunity to “opt in” to receive additional types of promotional calls and texts, and your selection to receive such communications shall be your consent, which may be revoked at any time by changing your selection in your User Profile, advising the caller orally, by replying “STOP” to a text, or by e-mail to support@FinanzButik.com.

13.2 You agree that Finanz Butik may record and monitor phone calls and other electronic communications with you for customer service and/or regulatory compliance purposes and give specific consent to such monitoring under Fl. Stat. 934.04-934.09 and Title 18 USC 2511. Finanz Butik does not guarantee that any particular communication will be recorded and/or retained. We may share your number with third parties that provide services to us in connection with any of the foregoing purposes, including but not limited to debt collectors and as otherwise described in our Privacy Policy. You understand that message, telephone minute and data rates may apply for calls and texts made to a mobile phone number.

13.3 Emails. Finanz Butik may send you emails concerning your User Profile, Investing Account, transactions, and other operational matters. Finanz Butik also may send you promotional emails regarding our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

14. Dispute Resolution

14.1 BINDING ARBITRATION. EXCEPT AS SET FORTH IN SECTION xx WITH RESPECT TO BROKERAGE SERVICES, OR AS PROVIDED IN AN APPLICABLE INVESTMENT ADVISORY AGREEMENT WITH RESPECT TO REAL ESTATE BROKERAGE SERVICES, ANY CLAIM, CONTROVERSY OR DISPUTE



(EACH A “DISPUTE”) ARISING OUT OF OR RELATED TO THE PLATFORM, SERVICES, OR THESE TERMS OF USE SHALL BE SUBJECT TO BINDING INDIVIDUAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION BEFORE A SINGLE ARBITRATOR IN MIAMI, FLORIDA. YOU AND FINANZ BUTIK WAIVE THEIR RESPECTIVE RIGHTS TO (I) HAVE DISPUTES RESOLVED IN A COURT, (II) A JURY TRIAL, (III) A CLASS ARBITRATION, CLASS ACTION, MULTI-PARTY, OR REPRESENTATIVE PROCEEDING. EACH PARTY WILL NOTIFY THE OTHER PARTY IN WRITING OF ANY DISPUTE WITHIN THIRTY (30) DAYS OF THE DATE IT ARISES, SO THAT THE PARTIES CAN ATTEMPT IN GOOD FAITH TO RESOLVE THE DISPUTE INFORMALLY.

15. Notice

15.1 Notice to Finanz Butik shall be sent by email to support@finanzbutik.com. Notice to the User shall be sent by email to the then-current email address associated with the User’s account and/or Investing Account. Your notice must include (i) your name, postal address, email address, and telephone number, (ii) a description in reasonable detail of the nature or basis of the dispute, and (iii) the specific relief that you are seeking. If we cannot agree how to resolve the dispute within thirty (30) days after the date notice is received by the applicable party, then either party may commence an arbitration proceeding.

15.2 Costs; Discovery. Each party shall bear its own costs, fees and expenses of arbitration. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed unless the amount in controversy exceeds \$250,000 and such discovery is ordered by the arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration, and all aspects thereof (arguments, testimony, evidence, the decision, award, etc.), shall be confidential, except when used in the course of a judicial proceeding (e.g., to confirm, vacate or modify the award) or regulatory proceeding, as may be requested by a governmental entity or as otherwise may be required by law.

15.3 Authority of Arbitrator. The terms of this arbitration agreement affect interstate commerce and the enforceability of this section will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. to the maximum extent permitted by applicable law. Subject to those rules and the terms of this arbitration agreement, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by the terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

15.4 Intellectual Property Matters. Notwithstanding the provisions of this section Finanz Butik may seek injunctive relief in any court having jurisdiction to protect its intellectual property rights.

16. Disputes Related to Real Estate Brokerage Services

16.1 Any controversy, claim, or dispute arising out of or relating to real estate brokerage services provided to you, whether relating to commission, contractual obligations, or professional



conduct (each a “Real Estate Brokerage Dispute”), shall be resolved in accordance with the following process:

16.2 Mandatory Mediation. Any Real Estate Brokerage Dispute shall first be submitted to mandatory mediation in accordance with Rule 61J2-10.032 of the Florida Administrative Code, as required by the Florida Department of Business and Professional Regulation (DBPR). The parties agree to attempt in good faith to resolve any Real Estate Brokerage Dispute through mediation administered by a mediator certified by the DBPR. Mediation shall take place in the county where the real estate brokerage services were performed unless otherwise agreed by the parties.

16.3 Arbitration. If mediation does not result in a resolution of the Real Estate Brokerage Dispute within 30 days, the dispute shall be submitted to arbitration in accordance with Chapter 682 of the Florida Statutes (the Florida Arbitration Code), and DBPR Rule 61J2-10.032(2)(b). The arbitration shall be conducted by an arbitrator approved by the DBPR or an arbitrator selected in accordance with Chapter 682. Arbitration shall take place in the county where the real estate brokerage services were performed, unless otherwise agreed by the parties. The arbitrator's decision shall be final, binding, and enforceable in any court of competent jurisdiction.

16.4 Exceptions. Nothing in this section shall prevent a party from seeking temporary or preliminary injunctive relief from a court of competent jurisdiction in the state of Florida, as necessary to protect their rights during the pendency of mediation or arbitration.

16.5 Class Action Waiver. In compliance with DBPR rules and Florida law, no Real Estate Brokerage Dispute may be brought as a class action or consolidated with other claims. Each dispute must be individually arbitrated, and no person shall bring a dispute as a representative or member of a class.

17. Modifications of the Platform and Services

17.1 Finanz Butik reserves the right to modify or discontinue the Platform, Services, and/or certain features at any time, temporarily or permanently, without notice to you. Finanz Butik will have no liability for any change to the Platform or Services or any suspension or termination of your access to or use of the Platform or Services. Finanz Butik modifies the content on the Platform from time to time but makes no representation that the content is always complete or up to date. We are under no obligation to update such material or provide user support.

17.2 Content provided on the Platform has been prepared without reference to any particular investment requirements or the financial situation of any person or entity. YOU ALONE ARE RESPONSIBLE FOR SEEKING THE ADVICE OF A QUALIFIED THIRD-PARTY PROFESSIONAL BEFORE MAKING DECISIONS REGARDING YOUR BUSINESS AND/OR INVESTMENTS. Featuring or posting on the Platform or via the Services of any opportunity or Security does not constitute a recommendation by Finanz Butik that you invest in that investment opportunity or a representation of the quality of any potential investment. Finanz Butik does not recommend or endorse any particular issuer, sponsor of an investment opportunity, or an investment in any particular investment.

17.3 In cases where a third party is the Sponsor and/or Issuer of an investment opportunity, the third party, and not Finanz Butik, is responsible for compliance with applicable laws.

17.4 These risks are non-exhaustive and are intended to highlight certain risks associated with investing in real estate investment opportunities that are not registered with the SEC. We strongly advise you to consult an independent legal, tax and financial professional before investing, and carefully review all the specific risk disclosures provided as part of any offering materials and ask the issuer any questions you may have or request additional information.



18. Third-Party Information

18.1 The Platform contents include information provided by third parties. Most of the information on real estate investment opportunities is provided by third-party investment Sponsors. While Finanz Butik continually endeavors to provide reasonably and materially correct information, Finanz Butik cannot verify or guarantee the accuracy or completeness of all information provided by third parties. Finanz Butik makes no representation, warranty, or assurance that any information posted on the Platform or through the Services concerning or by third parties is accurate or complete and has no responsibility or liability for that information. Finanz Butik disclaims all liability and responsibility arising from any reliance placed on such materials by any User or anyone who may be informed of the content. All statements and/or opinions expressed in third party content are solely the opinions and the responsibility of the person or entity providing the third-party content.

19. Disclaimer of Liability for Developer or Constructor Breaches

19.1 Finanz Butik acts solely as an intermediary to facilitate investments and transactions related to real estate projects. Finanz Butik is not a developer, constructor, or direct party to any agreements between you and any developer or constructor of any real estate project in which you invest or purchase.

19.2 You acknowledge and agree that:

19.2.1 No Control Over Developer or Constructor. Finanz Butik does not have control over the performance, actions, or obligations of any developer, constructor, or third-party service provider related to any real estate project. As such, Finanz Butik makes no representations or warranties, express or implied, regarding the completion, quality, or timeliness of any real estate project, or the compliance of the developer or constructor with the terms of any contract entered into by you.

19.2.2 No Liability for Breach of Contract. Finanz Butik shall not be liable for any breach of contract, failure to perform, or default by the developer or constructor of a real estate project, including but not limited to delays in construction, defects in workmanship, or failure to deliver the project in accordance with any contractual terms. Any claims or disputes arising from such matters must be addressed directly with the relevant developer, constructor, or other involved third parties.

19.3 Independent Due Diligence. You are solely responsible for conducting due diligence on any real estate project, developer, or constructor prior to entering into any agreement or investment. Finanz Butik strongly encourages you to consult with legal, financial, and construction professionals before proceeding with any real estate transaction.

19.4 Limitation of Liability. To the fullest extent permitted by law, Finanz Butik disclaims all liability for any losses, damages, costs, or expenses arising from the actions, omissions, or breaches of any developer or constructor, whether in contract, tort (including negligence), or otherwise.



20. Indemnity

20.1 To the fullest extent permitted by law, you are responsible for your use of the Platform and the Services, and you will defend and indemnify Finanz Butik and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “Finanz Butik Entities”) from and against every claim, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (a) your use of, or misuse of, the Platform and Services; (b) your violation of any portion of these Terms of Use, any representation, warranty, or agreement referenced in these Terms of Use, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; (d) any dispute, issue, or agreement between you and any third party, or (e) any interactions between or agreements between you and another User or any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

21. Disclaimers; No Warranties

21.1 THE Platform, SERVICES AND ALL MATERIALS, INFORMATION, AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. Finanz Butik DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE Platform OR SERVICES AND ALL MATERIALS, INFORMATION, AND CONTENT AVAILABLE THROUGH THEM, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. FINANZ BUTIK DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE Platform, SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THEM, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND Finanz Butik DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

21.2 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE Platform, SERVICES OR FINANZ BUTIK ENTITIES OR ENTITIES REFERRED BY FINANZ BUTIK OR ANY MATERIALS, OR CONTENT AVAILABLE THROUGH THEM WILL CREATE ANY WARRANTY REGARDING ANY OF THE FINANZ BUTIK ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE Platform OR SERVICES AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE Platform AND SERVICES AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE Platform OR SERVICES) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

21.3 FINANZ BUTIK MAKES NO WARRANTY OR REPRESENTATION AS TO ANY SPONSOR’S OR ISSUER’S COMPLIANCE WITH THE INVESTMENT COMPANY ACT, THE INVESTMENT ADVISERS ACT, OR THE SECURITIES ACT, OR ANY OTHER LAW, RULE, OR REGULATION. YOU UNDERSTAND AND AGREE THAT YOU, AND NOT Finanz Butik, BEAR THE RISK FOR ANY LOSSES THAT DERIVE FROM THE ILLEGALITY OR NONCOMPLIANCE OF A SPONSOR OR ISSUER’S INVESTMENT OPPORTUNITIES.



21.4 YOU ARE SOLELY RESPONSIBLE FOR ANY INVESTMENT DECISIONS YOU MAKE BASED ON THE SERVICE. FINANZ BUTIK SHALL NOT BE LIABLE FOR ANY INVESTMENT DECISIONS MADE BY YOU OR FOR ANY LOSS BASED ON THOSE DECISIONS.

21.5 THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

21.6 Finanz Butik does not disclaim any warranty or other right that Finanz Butik is prohibited from disclaiming under applicable law.

22. Limitation of Liability

22.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE FINANZ BUTIK ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY FINANZ BUTIK ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

22.2 TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE FINANZ BUTIK ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$1,000. NOTWITHSTANDING THE FOREGOING, Finanz Butik WILL IN NO EVENT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO ANY INVESTMENT, OR POTENTIAL INVESTMENT, OF ANY USER. YOUR USE OF THE Platform, SERVICES AND ANY FINANCIAL DECISIONS YOU MAKE RELATING TO THE REAL ESTATE INVESTMENTS ARE AT YOUR SOLE RISK.

22.3 EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE

23. Event of Death

23.1 In the event of your death, the representative of your estate or the survivor or survivors shall notify Finanz Butik, and Finanz Butik may, before or after receiving notice, take proceedings, require papers and inheritance or estate tax waivers, or restrict transactions in the Investing Account. In the event of your death, Finanz Butik may cancel all open offers, but Finanz Butik shall not be responsible for any action taken on such offers prior to the actual receipt of notice of death. Further, Finanz Butik may in its discretion close the Investing Account without awaiting the appointment of a personal representative for your estate and without demand upon or notice to any personal representative. It is your responsibility to provide information to Finanz Butik concerning the identity of your estate or representative.



24. Tax; Tax Reporting

24.1 You acknowledge that it is your responsibility to declare and pay any applicable income, gains, or similar taxes to all applicable tax authorities, make any tax filings, and to pay any and all taxes (“Taxes”) when due in all applicable jurisdictions.

25. Confidentiality

25.1 You acknowledge that you may have access to certain confidential and proprietary information of Finanz Butik, Issuers, Sponsors, and others through the Platform and the Services. This confidential information includes, but is not limited to, private placement memoranda, business plans, financial projections, financial results, and investment agreements. You agree to treat such information as confidential, not use it for any purpose other than the investment purposes for which the information was provided to you, and not to disclose it to any third party, except (i) as necessary to permit your accountant, lawyer, or investment advisor to provide services other than affecting like transactions; (ii) in connection with an audit or regulatory examination by federal or state regulators; or (iii) as may otherwise be legally required or authorized.

26. Intellectual Property

26.1 The Platform and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection an arrangement thereof), are owned by Finanz Butik, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

26.2 Platform Content. Finanz Butik grants you a limited right to use the Platform, Services, and content provided through them (“Content”), including Third Party Content described below, solely for the purpose of investment-related activity through the Platform and Services. You may view, download, and print the Content solely for personal non-commercial use. No license or other right, title or interest in any Content is intended or granted. You may not reproduce, publish, distribute, display, modify, create derivative works from, sell, license, or exploit in any way, in whole or in part, any of the Content or the Platform. Finanz Butik reserves all rights with respect to copyright and trademark ownership of all Content.

26.3 Feedback. If you choose to provide input, suggestions, or questions, or post to forums, chats, or otherwise on the Platform or other Finanz Butik forum (collectively, “Feedback”), then you grant Finanz Butik an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Platform or Services and create other products and services. Finanz Butik has no obligation to use or exploit the Feedback in any manner.

26.4 Ownership; Proprietary Rights. The Platform and Services are owned and operated by Finanz Butik. The Content, logos, visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Services (“Materials”) provided by Finanz Butik are protected by intellectual property and other laws. All Materials included in the Platform and Services are the property of Finanz Butik or its third-party licensors. Except as expressly authorized by Finanz Butik, you may not make use of the Materials. Finanz Butik reserves all rights to the Materials not granted expressly in these Terms of use.



26.5 Unless otherwise agreed with you in writing, these Terms of Use permit you to use the Platform for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Platform, except as follows:

- 26.5.1** Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- 26.5.2** You may store files that are automatically cached by your Web browser for display enhancement purposes.
- 26.5.3** You may print or download one copy of a reasonable number of pages of the Platform for your own personal, non-commercial use and not for further reproduction, publication or distribution. •

26.6 If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

- 26.6.1** If we provide social media features with certain content, you may take such actions as are enabled by such features. You must not:
- 26.6.2** Modify copies of any materials from this site. Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- 26.6.3** Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

26.7 Unless otherwise authorized by us, you must not access or use for any commercial purposes any part of the Platform or any services or materials available through the Platform. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by Finanz Butik. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

27.Trademarks

27.1 Any Finanz Butik company name, the term Finanz Butik, the Finanz Butik logo, and all related names, logos, product and service names, designs, and slogans are trademarks and/or service marks of Finanz Butik or its affiliates or licensors. You must not use such marks without the prior written permission of Finanz Butik. All other names, logos, product and service names, designs and slogans on this Platform are the trademarks of their respective owners.

28.Third-Party Content, Services and Linked Platforms

28.1 Third parties provide content, tools, reports, services, connectivity, and other material (collectively, “Third Party Content”) on the Platform and/or through the Services. Finanz Butik does not prepare or endorse Third Party Content, does not guarantee the accuracy, timeliness, completeness or usefulness of Third-Party Content, and is not responsible or liable for any content, advertising, products, or other materials on or available from third party sites.



29.1 DMCA Notification

29.1 We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512, as amended). If you have an intellectual property rights-related complaint about material posted on the Platform, you may contact our Designated Agent at the following address:

Finanz Butik, Inc.
ATTN: Legal Department (Copyright Notification)
[address]
Email: support@finanzbutik.com

29.2 Any notice alleging that materials hosted by or distributed through the Platform infringe intellectual property rights must include all of the information noted in the DMCA including the following information:

- 29.2.1** an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- 29.2.2** a description of the copyrighted work or other intellectual property that you claim has been infringed;
- 29.2.3** a description of the material that you claim is infringing and where it is located on the Service;
- 29.2.4** your address, telephone number, and email address;
- 29.2.5** a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- 29.2.6** a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

30. Prohibited Conduct

30.1 You agree that you will not:

30.2 Use the Platform, Services, Content, or Materials to identify potential investment opportunities from third party Sponsors or Issuers and attempt to circumvent Finanz Butik and invest directly with such third-party Sponsors or Issuers on your behalf or on behalf of anyone else;

30.3 Use the Platform to advertise or solicit other Users for any purpose, commercial or otherwise;

30.4 Use the Platform or Services for any illegal purpose or in violation of any local, state, national, or international law;

30.5 Harass, threaten, demean, embarrass, or otherwise harm any other User, Finanz Butik employee, Sponsor, Issuer, or other person, as determined by Finanz Butik in its sole and absolute discretion;

30.6 Make unauthorized use of any automated systems, including but not limited to robots, spiders, or scrapers, to access, monitor, or copy any content or data from this Platform without express written permission is strictly prohibited and may result in legal action.



30.7 Make any attempt to disrupt the operation of this Platform, including but not limited to distributed denial-of-service (DDoS) attacks or any other similar malicious activities.

30.8 Interfere with security-related features of the Platform or Services, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or Otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;

30.9 Attempt any unauthorized collection, use, or storage of Personal Health Information (PHI), Personally Identifiable Information (PII), or any similar sensitive data from this Platform. Any such information that is collected in violation of this policy must not be used, disclosed, or retained, and may result in legal action

30.10 Interfere with the operation of the Platform or Services or any User's enjoyment of the Platform or Services, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any offer or advertisement to another User; (iii) collecting personal information about another User or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Platform or the Services;

30.11 Perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other account without permission, or falsifying your age or date of birth;

30.12 Sell or otherwise transfer the access granted under these Terms of Use or any right or ability to view, access, or use any Content or Materials; or

30.13 Attempt to do any of the acts described in this section or assist or permit any person to engage in any of these acts.

31. Monitoring and Enforcement; Termination

31.1 We have the right to:

31.1.1 Remove or refuse to post content for any or no reason in our sole discretion.

31.1.2 Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.

31.1.3 Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Use.

31.2 Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS FINANZ BUTIK AND ITS AFFILIATES, LICENSORS, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY FINANZ BUTIK DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER FINANZ BUTIK OR LAW ENFORCEMENT AUTHORITIES.

32. Materials Provided As Is

32.1 The information presented on or through the Platform is made available solely for general information purposes. We do not guarantee the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents. Changes to the

Platform We may update the content on this Platform from time to time, but its content is not necessarily complete or up to date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

33. General Terms and Conditions

33.1 Suspension; Termination. Finanz Butik may at any time, in its sole discretion and without prior notice to you: (i) prohibit or restrict your access to the use of the Platform or Services; (ii) restrict your ability to engage in one or more investment transactions; and/or (iii) terminate your Investing Account. The closing of your Investing Account will not affect the rights or obligations of either party that are incurred prior to the date your Investment Account is closed.

33.2 Other Agreements. Investments in real estate entities involve the execution of numerous agreements with third parties in addition to agreements you may enter into with Finanz Butik and its affiliates. When you invest in a transaction, you will enter into one or more agreements with the Issuer and/or Sponsor, such as a subscription agreement and limited liability company operating agreement. These investment agreements govern the terms of your investment. Finanz Butik generally is not a party to your investment agreements. These Terms of Use do not affect your investment agreements. These Terms of Use apply to the Services provided by Finanz Butik to support and facilitate your investment activities.

33.3 Governing Law; Jurisdiction. These Terms are governed by the laws of the State of Florida without regard to conflict of law principles. You and Finanz Butik submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Miami/Dade County Florida, or the federal courts in the Southern District of Florida for resolution of any lawsuit or court proceeding permitted under these Terms.

33.4 Additional Terms. Your use of the Platform and Services are subject to all additional terms, policies, rules, or guidelines that we may post on or link to from the Platform (the “Additional Terms”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

34. Contact Information

The Platform is offered by Finanz Butik. You may contact us by email to Support@FinanzButik.com

35. Binding Effect; Assignment

35.1 This Agreement shall bind your heirs, assigns, executors, successors, conservators and administrators. You may not assign this Agreement or any rights or obligations under this Agreement without first obtaining Finanz Butik’s prior written consent. Finanz Butik may assign, sell, or transfer your Investing Account, the Platform, and/or the Services and its obligations under these Terms of Use, or any portion thereof, at any time, without your prior consent.

36. Severability

36.1 If any provisions or conditions of these Terms of Use are or become inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by



applicable law, to make these Terms of Use in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, these Terms of Use shall continue in full force and effect.

37. Entirety of Agreement

37.1 These Terms of Use, and any attachments, disclosures, agreements and policies referred to in these Terms of Use contain the entire agreement between Finanz Butik and you and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Finanz Butik and you with respect to the Platform and the Services, provided, however, that any and all other agreements between Finanz Butik and you, not inconsistent with these Terms of Use, will remain in full force and effect.

38. No Waiver

38.1 Cumulative Nature of Rights and Remedies. You understand that Finanz Butik's failure to insist at any time upon strict compliance with any term contained in these Terms of Use, or any delay or failure on Finanz Butik's part to exercise any power or right given to Finanz Butik, or a continued course of such conduct on Finanz Butik's part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to Finanz Butik in these Terms of Use are cumulative and not exclusive of any other rights or remedies to which Finanz Butik is entitled.

39. RISK NOTIFICATION AND DISCLAIMER

39.1 Finanz Butik offers real estate investment opportunities and financial services on this Platform.

39.2 Finanz Butik's services are regulated by the Florida Office of Financial Regulation (OFR), the Department of Business and Professional Regulation (DBPR) and by the State of Florida Real Estate Regulation.

39.3 Finanz Butik and its affiliates do not endorse any of the opportunities that appear on this Platform. Investment opportunities available through Finanz Butik are speculative and involve substantial risk. You should not invest unless you can sustain the risk of loss of capital, including the risk of total loss of capital. Diversification does not guarantee investment returns and does not eliminate the risk of loss. All investors should consider their individual factors in consultation with a professional advisor of their choosing when deciding if an investment is appropriate.

39.4 Performance information presented on this Platform has not been audited or verified by a third party. By accessing the Finanz Butik Marketplace, you agree to be bound by its Terms of Use, Privacy Policy, and any other policies posted on this Platform. The Finanz Butik Marketplace is only intended for accredited investors.