

1. INFINOVAE ACCOUNTS

Section 1 discusses what you must agree to before using the Site or Site Services and the different types of accounts that can be created on the Site, as detailed below.

1.1 REGISTRATION AND ACCEPTANCE

By registering for an account to use the Site or Site Services (an “**Account**”), by using the Site or Site Services after the Effective Date if you had an Account on the Effective Date, or by clicking to accept the Terms of Service when prompted on the Site, you agree to abide by this Agreement and the other Terms of Service.

To access and use certain portions of the Site and the Site Services, you must register for an Account. Subject to the Site Terms of Use, certain portions of the Site are available to Site Visitors, including those portions before your Account registration is accepted. Infinovae reserves the right to decline a registration to join Infinovae or to add an Account of any type (i.e., as a Brand or Influencer), for any lawful reason, including supply and demand, cost to maintain data, or other business considerations.

If you create an Account as an employee or agent on behalf of a company, you represent and warrant that you are authorized to enter into binding contracts, including the Terms of Service, on behalf of yourself and the company. Your privacy is important to Infinovae and your information will be handled in accordance with our **Privacy Policy**, which is part of the Terms of Service, and applicable law.

1.2 ACCOUNT ELIGIBILITY

Infinovae offers the Site and Site Services for your business purposes only and not for personal, household, or consumer use. To register for an Account or use the Site and Site Services, you must, and hereby represent that you: (a) are an employee or agent of and authorized to act for and bind an independent business (whether it be as a self-employed individual/sole proprietor or as a corporation, limited liability company, or other entity); (b) will use the Site and Site Services for business purposes only; (c) will comply with any licensing, registration, or other requirements with respect to your business, or the business for which you are acting, and the provision of Influencer Services; and (d) are either a legal entity or an individual who is 18 years or older (or have otherwise reached the age of majority in the jurisdiction in which you conduct business) in each case who can form legally binding contracts.

1.3 ACCOUNT PROFILE

To register for an Account to join the Site, you must complete a User profile (“Profile”), which you consent to be shown to other Users and to be shown to the public. You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity or location, your business, your skills, or the services your business provides and to correct any such information that is or becomes false or misleading.

1.4 ACCOUNT TYPES

As described in this Section, there are two different Account types. Once you register for one Account type, you cannot register for another Account type under the same username and password. For example, if you already have a Influencer Account (defined below), you cannot add a Brand Account (defined below) as a separate account. You agree not to have or register for more than one Account without express written permission from us. We reserve the right to revoke the privileges of the Account or access to or use of the Site or Site Services, and those of any and all linked Accounts without warning if, in our sole discretion, false or misleading information has been provided in creating, marketing, or maintaining your Profile or Account.

1.4.1 BRAND ACCOUNT

You can register for an Account to use the Site and Site Services as a Brand (a “Brand Account”).

1.4.2 INFLUENCER, AGENCY, AND AGENCY MEMBER ACCOUNT

Influencer: You can register for an Account to use the Site and Site Services as a Influencer (a “Influencer Account”).

Agency and Agency Member: A specific type of Influencer Account you can add is an “Agency Account”, the owner of which is referred to as an “Agency”. An Agency Account allows permissions to be granted to Users under the Agency Account which can be given different permissions to act on behalf of the Agency (each, an “Agency Member”).

You acknowledge and agree that the Agency is solely responsible, and assumes all liability, for: (a) the classification of your Agency Members as employees or independent contractors; and (b) paying your Agency Members in accordance with applicable law for work performed on behalf of the Agency for Projects. You further acknowledge and agree that (i) the Agency may determine the Profile visibility and pricing/rate information of any of its Agency Members; and (ii) Agency Members’ Profiles may display work history that includes work done under the Agency Account, including after the Agency Member is no longer an Agency Member.

1.5 ACCOUNT PERMISSIONS

You agree not to request or allow another person to create an Account on your behalf, for your use, or for your benefit, except that an authorized employee or agent may create an Account on behalf of your business. By granting other Users permissions under your Account, including as a Team Member or Agency Member, you represent and warrant that: (a) the User is authorized to act on your behalf; and (b) you are fully responsible and liable for the User’s acts and omissions, including for obligations and liabilities relating to making payments and entering into Service Contracts and the Terms of Service. If any such User violates the Terms of Service, it may affect your ability to use the Site and Site Services. Upon closure of an Account, Infinovae may close any or all related Accounts.

1.6 IDENTITY AND LOCATION VERIFICATION

When you register for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity, your location, and your ability to act on behalf of your business on Infinovae. You authorize Infinovae, directly or through third parties, to make any inquiries necessary to validate your identity, your location, and confirm your ownership of your email address or financial accounts, subject to applicable law. When requested, you must timely provide us with complete information about yourself and your business, which includes, but is not limited to, providing official government or legal documents. During verification some Account features may be temporarily limited. When a verification is successfully completed, Account features will be restored.

1.7 USERNAMES AND PASSWORDS

Each person who uses the Site must register for their own Account. When you register for an Account, you will be asked to choose a username and password for the Account. You are entirely responsible for safeguarding and maintaining the confidentiality of your username and password. You agree not to share your username or password with any person, and, if you are a legal entity who is not a natural person, to only share your username and password with a person who is authorized to use your Account. You authorize Infinovae to assume that any person using the Site with your username and password, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to the password for any Account. You further agree not to use the Account or log in with the username and password of another User of the Site if (a) you are not authorized to use both or (b) the use would violate the Terms of Service.

2. PURPOSE OF INFINOVAE

Section 2 discusses what Infinovae does and does not do when providing the Site and Site Services and some of your responsibilities when using the Site to find or enter into a Service Contract with a Influencer or Brand, as detailed below.

The Site is a marketplace where Brands and Influencers can identify each other and advertise, buy, and sell Influencer Services online. Subject to the Terms of Service, Infinovae provides the Site Services to Users, including hosting and maintaining the Site, facilitating the formation of Service Contracts, and assisting Users in resolving disputes which may arise in connection with those Service Contracts. When a User enters a Service Contract, the User uses the Site to invoice and pay any amounts owed under the Service Contract.

2.1 RELATIONSHIP WITH INFINOVAE

Infinovae merely makes the Site and Site Services available to enable Influencers and Brands to find and transact directly with each other. Infinovae does not introduce Influencers to Brands, find Projects for Influencers, or find Influencers for Brands. Through the Site and Site Services, Influencers may be notified of Brands that may be seeking the services they offer, and Brands may be notified of Influencers that may offer the services they seek; at all times, however, Users are responsible for evaluating and determining the suitability of any Project, Brand or Influencer on their own. If Users decide to enter into a Service Contract, the Service Contract is directly between the Users and Infinovae is not a party to that Service Contract.

You acknowledge, agree, and understand that Infinovae is not a party to the relationship or any dealings between Brand and Influencer. Without limitation, Users are solely responsible for: (a) ensuring the accuracy and legality of any User Content; (b) determining the suitability of other Users for a Service Contract (such as any interviews, vetting, background checks, or similar actions); (c) negotiating, agreeing to, and executing any terms or conditions of Service Contracts; (d) performing Influencer Services; and/or (e) paying for Influencer Services. You further acknowledge, agree, and understand that you are solely responsible for assessing whether to enter into a Service Contract with another User and for verifying any information about another User. Infinovae does not make any representations about or guarantee the truth or accuracy of any Influencer's or Brand's listings or other User Content on the Site; does not verify any feedback or information provided by Users about Influencers or Brands; and does not perform background checks on or guarantee the work of Influencers or Brands. You acknowledge, agree, and understand that Infinovae does not, in any way, supervise, direct, control, or evaluate Influencers or their work and is not responsible for any Project, Project terms or Work Product. Infinovae makes no representations about and does not guarantee, and you agree not to hold Infinovae responsible for, the quality, safety, or legality of Influencer Services; the qualifications, background, or identities of Users; the ability of Influencers to deliver Influencer Services; the ability of Brands to pay for Influencer Services; User Content and statements or posts made by Users; or the ability or willingness of a Brand or Influencer to actually complete a transaction. While Infinovae may provide certain badges on Influencer or Brand profiles, such badges are not a guarantee or warranty of quality or ability or willingness of the badged Influencer or Brand to complete a Service Contract and is not a guarantee of any kind, including, the quality of Influencer Services or Brand Project.

You also acknowledge, agree, and understand that Influencers are solely responsible for determining, and have the sole right to determine, which Projects to accept; the time, place, manner, and means of providing any Influencer Services; the type of services they provide; and the price they charge for their services or how that pricing is determined or set. You further acknowledge, agree, and understand that: (i) you are not an employee of Infinovae, and you are not eligible for any of the rights or benefits of employment (including unemployment and/or workers compensation insurance); (ii) Infinovae will not have any liability or obligations, including under or related to Service Contracts and/or Influencer Services for any acts or omissions by you or other Users; (iii) Infinovae does not, in any way, supervise, direct, or control any Influencer or Influencer Services; does not impose quality standards or a deadline for completion of any Influencer Services; and does not dictate the performance, methods or process Influencer uses to perform services; (iv) Influencer is free to determine when and if to perform Influencer Services, including the days worked and time periods of work, and Infinovae does not set or have any control over Influencer's pricing, work hours, work schedules, or work location, nor is Infinovae involved in any other way in determining the nature and amount of any compensation that may be charged by or

paid to Influencer for a Project; (v) Influencer will be paid at such times and amounts as agreed with a Brand in a given Service Contract, and Infinovae does not, in any way, provide or guarantee Influencer a regular salary or any minimum, regular payment; (vi) Infinovae does not provide Influencers with training or any equipment, labor, tools, or materials related to any Service Contract; (vii) Infinovae does not provide the premises at which Influencers will perform the work. Influencers are free to use subcontractors or employees to perform Influencer Services and may delegate work on fixed-price contracts or by agreeing with their Brands to have hourly contracts for Influencer's subcontractor(s) or employee(s); and (viii) Infinovae does not provide shipping services for any physical Work Product. If a Influencer uses subcontractors or employees, Influencer further agrees and acknowledges that this Section applies to Infinovae's relationship, if any, with Influencer's subcontractors and employees as well and Influencer is solely responsible for Influencer's subcontractors and employees.

Without limiting the foregoing paragraph, if you are an Agency or Agency Member, you expressly acknowledge, agree, and understand that: (1) the Agency is solely responsible for paying its Agency Members for work performed on behalf of the Agency and that such payments will not be made through the Site; (2) Infinovae is not a party to any agreement between the Agency and its Agency Members and does not have any liability or obligations under or related to any such agreement, even if the Agency or Agency Member defaults; (3) neither Agencies nor Agency Members are employees or agents of Infinovae; (4) Infinovae does not, in any way, supervise, direct, or control the Agency or Agency Members; (5) Infinovae does not set Agencies' or Agency Members' contract terms amongst themselves or with Brands (including determining whether the contract will be hourly or fixed price), fees, pricing, work hours, work schedules, or location of work; (6) Infinovae does not provide Agencies or Agency Members with training or any equipment, labor, tools, or materials needed for any Service Contract; (7) Infinovae does not provide the premises at which the Agency or Agency Members will perform the work; and (8) Infinovae makes no representations as to the reliability, capability, or qualifications of any Agency or Agency Member or the ability or willingness of any Agency to make payments to or fulfill any other obligations to Agency Members, and Infinovae disclaims any and all liability relating thereto.

Nothing in this Agreement is intended to prohibit or discourage (nor should be construed as prohibiting or discouraging) any User from engaging in any other business activities or providing any services through any other channels they choose, provided, if applicable, Users comply with the Opt Out provisions described in Section 7. Users are free at all times to engage in such other business activities and services and are encouraged to do so.

2.2 TAXES AND BENEFITS

Influencer acknowledges and agrees that Influencer is solely responsible (a) for all tax liability associated with payments received from Influencer's Brands and through Infinovae, and that Infinovae will not withhold any taxes from payments to Influencer; (b) to obtain any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that Influencer is not covered by or eligible for any insurance from Infinovae; (c) for determining whether Influencer is required by applicable law to issue any particular invoices for the Influencer Fees and for issuing any invoices so required; (d) for determining whether Influencer is required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the Influencer Fees and remitting any such taxes or charges to the appropriate authorities, as appropriate; and (e) if outside of the United States, for determining if Infinovae is required by applicable law to withhold any amount of the Influencer Fees and for notifying Infinovae of any such requirement and indemnifying Infinovae for any requirement to pay any withholding amount to the appropriate authorities (including penalties and interest). In the event of an audit of Infinovae, Influencer agrees to promptly cooperate with Infinovae and provide copies of Influencer's tax returns and other documents as may be reasonably requested for purposes of such audit, including but not limited to records showing Influencer is engaging in an independent business as represented to Infinovae.

2.3 MARKETPLACE FEEDBACK AND USER CONTENT

You hereby acknowledge and agree that Users publish and request Infinovae to publish on their behalf information on the Site about the User, such as feedback, composite feedback, geographical location, or verification of identity or credentials. However, such information is based solely on unverified data that Influencers or Brands voluntarily submit to Infinovae and

does not constitute and will not be construed as an introduction, endorsement, or recommendation by Infinovae; Infinovae provides such information solely for the convenience of Users.

You acknowledge and agree that User feedback benefits the marketplace, all Users, and the efficiency of the Site and you specifically request that Infinovae post composite or compiled feedback about Users, including yourself, on User Profiles and elsewhere on the Site. You acknowledge and agree that feedback results for you, including your Job Popular Score, wherever referenced, and other User Content highlighted by Infinovae on the Site or otherwise ("Composite Information"), if any, may include User comments, User ratings, indicators of User satisfaction, and other feedback left exclusively by other Users. You further acknowledge and agree that Infinovae will make Composite Information available to other Users, including composite or compiled feedback. Infinovae provides its feedback system as a means through which Users can share their opinions of other Users publicly, and Infinovae does not monitor, influence, contribute to or censor these opinions. You acknowledge and agree that posted composite or compiled feedback and any other Composite Information relates only to the business advertised in the Profile and not to any individual person. You agree not to use the Composite Information to make any employment, credit, credit valuation, underwriting, or other similar decision about any other User.

Infinovae does not generally investigate any remarks posted by Users or other User Content for accuracy or reliability and does not guarantee that User Content is accurate. You are solely responsible for your User Content, including the accuracy of any User Content, and are solely responsible for any legal action that may be instituted by other Users or third parties as a result of or in connection with your User Content. Infinovae is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, Infinovae reserves the right (but is under no obligation) to remove posted feedback or information that, in Infinovae's sole judgment, violates the Terms of Service or negatively affects our marketplace, diminishes the integrity of the feedback system or otherwise is inconsistent with the business interests of Infinovae. You acknowledge and agree that you will notify Infinovae of any error or inaccurate statement in your feedback results, including the Composite Information, and that if you do not do so, Infinovae may rely on the accuracy of such information.

3. CONTRACTUAL RELATIONSHIP BETWEEN BRAND AND INFLUENCER

Section 3 discusses the relationship you may decide to enter into with another User, including Service Contracts between Users, as detailed below.

3.1 SERVICE CONTRACTS

If a Brand and Influencer decide to enter into a Service Contract, the Service Contract is a contractual relationship directly between the Brand and Influencer. Brand and Influencer have complete discretion both with regard to whether to enter into a Service Contract with each other and with regard to the terms of any Service Contract. You acknowledge, agree, and understand that Infinovae is not a party to any Service Contract, that the formation of a Service Contract between Users will not, under any circumstance, create an employment or other service relationship between Infinovae and any User or a partnership or joint venture between Infinovae and any User.

With respect to any Service Contract, Brands and Influencers may enter into any written agreements that they deem appropriate (e.g., confidentiality agreements, invention assignment agreements, assignment of rights, etc.) provided that any such agreements do not conflict with, narrow, or expand Infinovae's rights and obligations under the Terms of Service, including this Agreement and the applicable Escrow Instructions. The parties to a Service Contract can, if the parties prefer, agree to the Optional Service Contract Terms in whole or in part, in addition to or instead of other such agreements. Only to the extent that they have not entered into another agreement or terms with respect to a Service Contract, the parties to a Service Contract agree that the Optional Service Contract Terms apply to their Service Contract.

The Optional Service Contract Terms are provided as a sample only and may not be appropriate for all jurisdictions or all contracts. Users are responsible for complying with any local requirements, including applicable laws, rules, and regulations. Infinovae does not assume any responsibility for any consequence of using the Optional Service Contract

Terms. The Optional Service Contract Terms are not intended to and do not (a) constitute legal advice, (b) create an attorney-Brand relationship, or (c) constitute advertising or a solicitation of any type. Each situation is highly fact-specific and requirements vary by situation and jurisdiction and therefore any party should seek legal advice from a licensed attorney in the relevant jurisdictions. Infinovae expressly disclaims any and all liability with respect to actions or omissions based on the Optional Service Contract Terms.

Please refer to the Infinovae Payroll Agreement for Service Contracts using Infinovae Payroll.

3.2 DISPUTES AMONG USERS

For disputes arising between Brands and Influencers, you agree to abide by the dispute process that is explained in the Escrow Instructions that apply to your particular Service Contract. If the dispute process does not resolve your dispute, you may pursue your dispute independently, but you acknowledge and agree that Infinovae will not and is not obligated to provide any dispute assistance beyond what is provided in the Escrow Instructions.

If Influencer or Brand intends to obtain an order from any arbitrator or any court that might direct Infinovae to take or refrain from taking any action with respect to an Escrow Account, that party will (a) give us at least five business days' prior notice of the hearing; (b) include in any such order a provision that, as a precondition to obligation affecting Infinovae, we be paid in full for any amounts to which we would otherwise be entitled; and (c) be paid for the reasonable value of the services to be rendered pursuant to such order.

3.3 CONFIDENTIAL INFORMATION

Users may agree to any terms they deem appropriate with respect to confidentiality, including those set forth in the Optional Service Contract Terms. If and to the extent that the Users do not articulate any different agreement with regard to confidentiality, then they agree that this Section 3.3 (Confidential Information) applies.

To the extent a User provides Confidential Information to the other, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care. On a User's written request, the party that received Confidential Information will promptly destroy or return the disclosing party's Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control.

4. WORKER CLASSIFICATION AND INFINOVAE PAYROLL

Section 4 discusses what you agree to concerning whether a Influencer is an employee or independent contractor and when you agree to use Infinovae Payroll, as detailed below.

4.1 WORKER CLASSIFICATION

Nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, franchisor/franchisee or employer-employee relationship between Infinovae and a User.

Brand is solely responsible for and has complete discretion with regard to selection of any Influencer for any Project. Brand is solely responsible for and assumes all liability for determining whether Influencers should be engaged as independent contractors or employees of Brand and engaging them accordingly. Brand warrants its decisions regarding classification are correct and its manner of engaging Influencers complies with applicable laws, regulations, and rules. Infinovae will have no input into, or involvement in, worker classification as between Brand and Influencer and Users agree that Infinovae has no involvement in and will have no liability arising from or relating to the classification of a Influencer generally or with regard to a particular Project.

5. INFINOVAE FEES

Section 5 describes what fees you agree to pay to Infinovae in exchange for Infinovae providing the Site and Site Services to you and what taxes Infinovae may collect, as detailed below.

5.1 FEES FOR INFLUENCERS

Service Fees. Influencers will pay Infinovae a service fee for the use of the Site Services as set forth in the Fee and ACH Authorization Agreement and the Direct Contract Terms, for using the Site Services, including the communication, invoicing, reporting, dispute resolution and payment services. The Service Fees (to use the Site Services) are paid solely by Influencer. When a Brand pays a Influencer for a Project or when funds related to a Project are otherwise released to a Influencer as required by the applicable Escrow Instructions (See Section 6.1), Stripe will credit the Influencer Escrow Account for the full amount paid or released by the Brand, and then subtract and disburse to Infinovae the Service Fee. Influencer hereby irrevocably authorizes and instructs Stripe to deduct the Service Fee from the Influencer Escrow Account and pay Infinovae on Influencer's behalf. In the event the Influencer chooses to withdraw funds in a currency other than U.S. dollars, there may also be a foreign currency conversion charge imposed by Stripe or an affiliate and the rate may differ from rates that are in effect on the date of the payment and you may be able to obtain a better rate from your bank or financial institution.

Membership Fees and Connects. Influencers may subscribe to different levels of participation and privileges on the Site to access additional features and Site Service, by payment of subscription membership fees and by purchasing "Connects" as described in and subject to the terms of the Influencer Membership Agreement.

In addition to fees charged by Infinovae, your disbursement method may also charge activation, maintenance, or other account fees.

5.2 BRAND FEES

Brands pay Infinovae a fee for payment processing and administration related to the Influencer Fees they pay to Influencers they engage through the Site, as described in the Fee and ACH Authorization Agreement.

Brands may also choose to pay for a premium membership plan to access additional features and Site Services, as described in the Fee and ACH Authorization Agreement.

Brands do not pay fees if they use the Site solely for Direct Contracts.

5.3 VAT AND OTHER TAXES

Infinovae may be required by applicable law to collect taxes or levies including, without limitation, withholding income tax or VAT (while some countries may refer to VAT using other terms, e.g. GST, we'll just refer to VAT, GST and any local sales taxes collectively as "VAT") in the jurisdiction of the Influencer (the "Taxes"). In such instances, any amounts Infinovae is required to collect or withhold for the payment of any such Taxes shall be collected in addition to the fees owed to Infinovae under the Terms of Service.

5.4 NO FEE FOR INTRODUCING OR FOR FINDING PROJECTS

Infinovae does not introduce Brands to Influencers and does not help Influencers secure Projects. Infinovae merely makes the Site and Site Services available to enable Influencers to do so themselves and may from time to time highlight Projects that may be of interest. Therefore, Infinovae does not charge a fee when a Influencer finds a suitable Brand or finds a Project. In addition, Infinovae does not charge any fee or dues for posting public feedback and composite or compiled feedback, including Composite Information.

6. PAYMENT TERMS AND ESCROW SERVICES

Section 6 discusses your agreement to pay Influencer Service Fees on Service Contracts, and describes how Infinovae's Escrow Services work, what happens if a Brand doesn't pay, and related topics, as detailed below.

6.1 ESCROW SERVICES

Stripe provides escrow services to Users to deliver, hold, and/or receive payment for a Project, and to pay fees to Infinovae (“Escrow Services”). Stripe is a Delaware corporation and a licensed Internet escrow agent that holds California Department of Business Oversight License. The Escrow Services are intended for business use, and you agree to use the Escrow Services only for business purposes and not for consumer, personal, family, or household purposes.

6.1.1 ESCROW INSTRUCTIONS

Stripe will use and release funds deposited in an Escrow Account only in accordance with this Agreement and the applicable Escrow Instructions. You acknowledge and agree that Stripe acts merely as an Internet escrow agent. Stripe has fully delivered the Escrow Services to you if Stripe provides the Escrow Services described in this Agreement and the applicable Escrow Instructions. Stripe is only obligated to perform those duties expressly described in this Agreement and any applicable Escrow Instructions. If you authorize or instruct Stripe to release or make a payment of funds from an Escrow Account associated with you, Stripe may release or pay those funds as instructed in reliance on your authorization, this Agreement, and the applicable Escrow Instructions or as required by applicable law.

6.1.2 ESCROW ACCOUNTS

Stripe will use and release funds deposited in an Escrow Account only in accordance with this Agreement and the applicable Escrow Instructions. Depending on your needs and the applicable Escrow Instructions, Stripe will establish and maintain one of three different types of Escrow Accounts:

(a) **Brand Escrow Account.** After entering into a Service Contract, the first time a Brand makes a payment for a Project, Stripe will establish and maintain a “Brand Escrow Account” to hold funds for the Brand to use to make payments for Projects, to receive refunds in connection with Projects, and to make payments to Infinovae.

(b) **Influencer Escrow Account.** After entering into a Service Contract, the first time a Influencer uses the Site to receive payment for a Project, Stripe will establish and maintain a “Influencer Escrow Account” for Influencer to receive payments for Projects, withdraw payments, make payments to Infinovae and issue refunds to Brands.

You hereby authorize and instruct Stripe to act as escrow agent in connection with the Escrow Accounts and the payment, holding, and receipt of funds for each Project and other specified purposes in accordance with the Terms of Service and the applicable Escrow Instructions. Brand and Influencer may access current information regarding the status of an Escrow Account on the Site.

6.1.3 INFLUENCER APPOINTMENT OF STRIPE AND SUBSIDIARIES AS AGENT

If you are a Influencer and you request payment related to an Contract or the release of funds from a Influencer Escrow Account, you hereby appoint Stripe and its wholly-owned subsidiaries, as your agent to obtain funds on your behalf and credit them to your Influencer Escrow Account as applicable. Because Stripe is Influencer’s agent, Influencer must, and hereby does, fully discharge and credit Influencer’s Brand for all payments and releases that Stripe receives on Influencer’s behalf from or on behalf of such Brand.

6.1.4 TITLE TO FUNDS

Infinovae and Stripe are not banks. Stripe deposits and maintains all Escrow Account funds in an escrow trust account at a bank insured by the Federal Deposit Insurance Corporation and approved to receive, hold, and deliver escrow funds under applicable laws and regulations. The escrow trust account is separate from the operating accounts of Infinovae. Stripe will not voluntarily make funds deposited in the escrow trust account available to its creditors, or the creditors of its Affiliates, in the event of a bankruptcy, or for any other purpose. As provided in United States Bankruptcy Code, § 541(d),

Stripe holds only legal title to, and not any equitable interest in, the escrow trust account and any funds deposited therein. This Agreement is supplementary to the Service Contract and to any other agreement between Brand and Influencer concerning the Project, as provided in 11 United States Bankruptcy Code, §365(n).

6.1.5 NO INTEREST

You agree that you will not receive interest or other earnings on the funds held in your Escrow Account. Infinovae and Stripe may charge or deduct fees, may receive a reduction in fees or expenses charged, and may receive other compensation in connection with the services they provide as provided in Section 5 and the Fee and ACH Authorization Agreement.

6.1.6 ESCROW AGENT DUTIES

We undertake to perform only such duties as are expressly set forth in this Agreement, the applicable Escrow Instructions, and the other Terms of Service, and no other duties will be implied. We have no liability under, and no duty to inquire as to, the provisions of any agreement, other than the Terms of Service, including this Agreement and the applicable Escrow Instructions. We will be under no duty to inquire about or investigate any agreement or communication between Brand and Influencer, even if posted to the Site. We have the right to rely upon, and will not be liable for acting or refraining from acting upon, any written notice, instruction, or request furnished to us by Brand or Influencer in accordance with this Agreement or the applicable Escrow Instructions, if we reasonably believe that such notice, instruction, or request is genuine and that it is signed or presented by the proper party or parties. We have no duty to inquire about or investigate the validity, accuracy, or content of any such notice, instruction, or request. We have no duty to solicit any payments or releases that may be due to or from any Escrow Account. We may execute any of our powers and perform any of our duties under this Agreement and the applicable Escrow Instructions directly or through agents or attorneys (and will be liable only for the careful selection of any such agent or attorney) and may consult with counsel, accountants, and other skilled persons to be selected and retained by us. To the extent permitted by applicable law, we will not be liable for anything done, suffered, or omitted in good faith by us in accordance with the advice or opinion of any such counsel, accountants, or other skilled persons. If we are uncertain as to our duties or rights hereunder or receive instructions, claims, or demands from any party hereto that, in our opinion, conflict with any of the provisions of this Agreement or the applicable Escrow Instructions, we will be entitled to refrain from taking any action, and our sole obligation will be to keep safely all property held in the Escrow Account until we are directed otherwise in writing by Brand and Influencer or by a final order or judgment of an arbitrator or court of competent jurisdiction.

6.1.7 ESCROW AGENT RIGHT

We have the right, in our sole discretion, but not the obligation, to institute arbitration or, if no arbitration provision applies, other legal proceedings, including depositing funds held in the Escrow Account with a court of competent jurisdiction, and to resolve any dispute between Brand and Influencer related to the Escrow Account. Any provision of this Agreement and the applicable Escrow Instructions to the contrary notwithstanding and regardless whether we are identified as a party in interest in any dispute, arbitration, or other legal proceeding, nothing herein will be construed to limit our legal and equitable rights, including, but not limited to, depositing funds held in the Escrow Account with a court of competent jurisdiction. Any corporation or association into which Stripe may be merged or converted or with which Stripe may be consolidated, or any corporation or association to which all or substantially all the escrow business of Stripe may be transferred will succeed to all the rights and obligations of Stripe as escrow holder and escrow agent under this Agreement and the applicable Escrow Instructions without further act to the extent permitted by applicable law.

6.2 BRAND PAYMENTS ON SERVICE CONTRACTS

Fixed-Price Contracts. Brand becomes obligated to pay applicable amounts into the Escrow Account immediately upon sending a Fixed-Price Contract. When Brand authorizes the payment of the Influencer Fees for a Fixed-Price Contract on the Site, Brand automatically and irrevocably authorizes and instructs Infinovae and Stripe to charge Brand's Payment Method for the Influencer Fees.

Brand acknowledges and agrees that for Fixed-Price Contracts, failure by Brand to decline or request for payment is an authorization and instruction to release payment, as described more fully in the applicable Escrow Instructions.

6.3 DISBURSEMENTS TO INFLUENCERS ON SERVICE CONTRACTS

Under the relevant Escrow Instructions, Stripe disburses funds that are available in the applicable Influencer Escrow Account and payable to a Influencer upon Influencer's request. A Influencer can request disbursement of available funds any time on a one-time basis or by setting up an automatic disbursement schedule. If Influencer does not request a disbursement, Infinovae will automatically disburse available funds no more than 90 days after the Influencer Fees are released to the Influencer Escrow Account, unless the amount in the Escrow Account is less than the Minimum Threshold. For purposes of the Terms of Service, a "Minimum Threshold" is either (a) \$100 for Influencers within the United States, or (b) \$1,000 for Influencers outside the United States. When the funds in the Influencer Escrow Account are below the Minimum Threshold, the automatic disbursement schedule is paused and the available and payable funds are released on the earlier of: (i) Influencer's request; (ii) on the first scheduled automatic disbursement occurring after the amount exceeds the Minimum Threshold; or (iii) 180 days after the funds are available in the Influencer Escrow Account.

Fixed-Price Contracts. Influencer Fees become available to Influencers following the expiration of the five-day security period after the funds are released as provided in the applicable Escrow Instructions. The security period begins after Brand accepts and approves work submitted by Influencer.

Notwithstanding any other provision of the Terms of Service or the Escrow Instructions, Stripe, in its sole discretion and except as prohibited by applicable law, may refuse to process, may hold the disbursement of the Influencer Fees or any other amounts and offset amounts owed to us, or take such other actions with respect to the Escrow Account as we deem appropriate in our sole discretion if: (a) we require additional information, such as Influencer's tax information, government-issued identification or other proof of identity, address, or date of birth; (b) we have reason to believe the Influencer Fees may be subject to dispute or chargeback; (c) we suspect a User has committed or attempted to commit fraud or other illicit acts on or through the Site; (d) we believe there are reasonable grounds for insecurity with respect to the performance of obligations under this Agreement or other Terms of Service; or (c) we deem it necessary in connection with any investigation or required by applicable law. If, after investigation, we determine that the hold on the disbursement of the Influencer Fees is no longer necessary, Stripe will release such hold as soon as practicable.

In addition, notwithstanding any other provision of the Terms of Service or the Escrow Instructions and to the extent permitted by applicable law, we reserve the right to seek reimbursement from you, and you will reimburse us, if we: (i) suspect fraud or criminal activity associated with your payment, withdrawal, or Project; (ii) discover erroneous or duplicate transactions; or (iii) have supplied our services in accordance with this Agreement yet we receive any chargeback from the Payment Method used by you, or used by your Brand if you are a Influencer, despite our provision of the Site Services in accordance with this Agreement. You agree that we have the right to obtain such reimbursement by instructing Stripe to (and Stripe will have the right to) charge the applicable Escrow Account, and any other accounts you hold with us, offsetting any amounts determined to be owing, deducting amounts from future payments or withdrawals, charging your Payment Method, or obtaining reimbursement from you by any other lawful means. If we are unable to obtain such reimbursement, we may, in addition to any other remedies available under applicable law, temporarily or permanently revoke your access to the Site and Site Services and close your Account.

6.4 NON-PAYMENT

If Brand is in “**default**”, meaning the Brand fails to pay the Influencer Fees or any other amounts when due under the Terms of Service, or a written agreement for payment terms incorporating the Terms of Service (signed by an authorized representative of Infinovae), Infinovae will be entitled to the remedies described in this Section 6.4 in addition to such other remedies that may be available under applicable law or in such written agreement. For the avoidance of doubt, Brand will be deemed to be in default on the earliest occurrence of any of the following: (a) Brand fails to pay the Influencer Fees when due; (b) Brand fails to pay a balance that is due or to bring, within a reasonable period of time but no more than 30 days after accrual of the charge, an account current after a credit or debit card is declined or expires; (c) Brand fails to pay an invoice issued to the Brand by Infinovae within the time period agreed or, if no period is agreed, within 30 days; (d) Brand initiates a chargeback with a bank or other financial institution resulting in a charge made by Infinovae for Influencer Fees or such other amount due being reversed to the Brand; or (e) Brand takes other actions or fails to take any action that results in a negative or past-due balance on the Brand's account.

If Brand is in default, we may, without notice, temporarily or permanently close Brand's Account and revoke Brand's access to the Site and Site Services, including Brand's authority to use the Site to process any additional payments, enter into Service Contracts, or obtain any additional Influencer Services from other Users through the Site. However, Brand will remain responsible for any amounts that accrue on any open Projects at the time a limitation is put on the Brand's Account as a result of the default. Without limiting other available remedies, Brand must pay Infinovae upon demand for any amounts owed, plus interest on the outstanding amount at the lesser of one and one-half percent (1.5%) per month or the maximum interest allowed by applicable law, plus attorneys' fees and other costs of collection to the extent permitted by applicable law.

At our discretion and to the extent permitted by applicable law, Infinovae and Stripe may, without notice, charge all or a portion of any amount that is owed on any Account to Infinovae or as Influencer Fees or otherwise to any Payment Method on file on the Brand's Account; set off amounts due against other amounts received from Brand or held by for Brand by Infinovae, Stripe or another Affiliate; make appropriate reports to credit reporting agencies and law enforcement authorities; and cooperate with credit reporting agencies and law enforcement authorities in any investigation or prosecution.

Infinovae does not guarantee that Brand is able to pay or will pay Influencer Fees and Infinovae is not liable for Influencer Fees if Brand is in default. Influencer may use the dispute process as described in the applicable Escrow Instructions in order to recover funds from Brand in the event of a default or may pursue such other remedies against Brand as Influencer chooses. If Infinovae recovers funds from a Brand in default pursuant to this Section 6.4, Infinovae will disburse any portion attributable to Influencer Fees to the applicable Influencer to the extent not already paid by Brand or credited by Infinovae through any Payment Protection program.

6.5 NO RETURN OF FUNDS AND NO CHARGEBACKS

Brand acknowledges and agrees that Infinovae or Stripe, will charge or debit Brand's designated Payment Method for the Influencer Fees incurred as described in the applicable Escrow Instructions and the Fee and ACH Authorization Agreement and that once Infinovae or Stripe, charges or debits the Brand's designated Payment Method for the Influencer Fees, the charge or debit is non-refundable, except as otherwise required by applicable law. Brand also acknowledges and agrees that the Terms of Service provide a dispute resolution process as a way for Brand resolve disputes. To the extent permitted by applicable law, Brand therefore agrees not to ask its credit card company, bank, or other Payment Method provider to charge back any Influencer Fees or other fees charged pursuant to the Terms of Service for any reason. A chargeback in breach of the foregoing obligation is a material breach of the Terms of Service. If Brand initiates a chargeback in violation of this Agreement, Brand agrees that Infinovae or Stripe, may dispute or appeal the chargeback and institute collection action against Brand and take such other action it deems appropriate.

6.6 PAYMENT METHODS

In order to use certain Site Services, Brand must provide account information for at least one valid Payment Method.

Brand hereby authorizes Infinovae and Stripe, as applicable, to run credit card authorizations on all credit cards provided by Brand, to store credit card and banking or other financial details as Brand's method of payment consistent with our Privacy Policy, and to charge Brand's credit card (or any other Payment Method) for the Influencer Fees and any other amounts owed under the Terms of Service. To the extent permitted by applicable law and subject to our Privacy Policy, you acknowledge and agree that we may use certain third-party vendors and service providers to process payments and manage your Payment Method information.

By providing Payment Method information through the Site and authorizing payments with the Payment Method, Brand represents, warrants, and covenants that: (a) Brand is legally authorized to provide such information; (b) Brand is legally authorized to make payments using the Payment Method(s); (c) if Brand is an employee or agent of a company or person that owns the Payment Method, that Brand is authorized by the company or person to use the Payment Method to make payments on Infinovae; and (d) such actions do not violate the terms and conditions applicable to Brand's use of such Payment Method(s) or applicable law.

When Brand authorizes a payment using a Payment Method via the Site, Brand represents and warrants that there are sufficient funds or credit available to complete the payment using the designated Payment Method. To the extent that any amounts owed under this Agreement or the other Terms of Service cannot be collected from Brand's Payment Method(s), Brand is solely responsible for paying such amounts by other means.

Infinovae is not liable to any User if Infinovae does not complete a transaction as a result of any limit by applicable law or your financial institution, or if a financial institution fails to honor any credit or debit to or from an account associated with such Payment Method. Infinovae will make commercially reasonable efforts to work with any such affected Users to resolve such transactions in a manner consistent with this Agreement and any applicable Escrow Instructions.

6.7 U.S. DOLLARS AND FOREIGN CURRENCY CONVERSION

The Site and the Site Services operate in U.S. Dollars. If a User's Payment Method is denominated in a currency other than U.S. Dollars and requires currency conversion to make or receive payments in U.S. Dollars, the Site may display foreign currency conversion rates that Infinovae or Stripe currently make available to convert supported foreign currencies to U.S. Dollars. These foreign currency conversion rates adjust regularly based on market conditions. Please note that the wholesale currency conversion rates at which we obtain foreign currency will usually be different than the foreign currency conversion rates offered on the Site. Each User, at its sole discretion and risk, may authorize the charge, debit, or credit of its Payment Method in a supported foreign currency and the conversion of the payment to U.S. Dollars at the foreign currency conversion rate displayed on the Site. A list of supported foreign currencies is available on the Site. If foreign currency conversion is required to make a payment in U.S. Dollars and Infinovae or Stripe, as applicable, does not support the foreign currency or the User does not authorize the conversion of such payment at the foreign currency conversion rate displayed on the Site or Stripe will charge, debit, or credit the User's Payment Method in U.S. Dollars and the User's Payment Method provider will convert the payment at a foreign currency conversion rate selected by the User's Payment Method provider. The User's Payment Method provider may also charge fees directly to the Payment Method even when no currency conversion is involved. The User's authorization of a payment using a foreign currency conversion rate displayed on the Site is at the User's sole risk. Infinovae and Stripe are not responsible for currency fluctuations that occur when billing or crediting a Payment Method denominated in a currency other than U.S. Dollars. Infinovae and Stripe are not responsible for currency fluctuations that occur when receiving or sending payments to and from the Escrow Account.

7. NON-CIRCUMVENTION

Section 7 discusses your agreement to make and receive payments only through Infinovae for two years from the date you first identify or meet your Brand or Influencer on the Site, unless you pay a Conversion Fee; violating this Section 7 is a serious breach and your Account may be permanently suspended for violations, as detailed below.

7.1 MAKING PAYMENTS THROUGH INFINOVAE

You acknowledge and agree that a substantial portion of the compensation Infinovae receives for making the Site available to you is collected through the Service Fee described in Section 5.1 and that in exchange a substantial value to you is the relationships you make with other Users when you identify or are identified by another person through the Site or Site Services (the **"Infinovae Relationship"**). Infinovae only receives the Service Fee when a Brand and a Influencer pay and receive payment through the Site. Therefore, except as set out in Section 7.2, for 24 months from the start of an Infinovae Relationship (the **"Non-Circumvention Period"**), you agree to use the Site as your exclusive method to request, make, and receive all payments for work directly or indirectly with that person or arising out of your relationship with that person and not to circumvent the Payment Methods offered on the Site unless you pay a fee to take the relationship off of the Site (the **"Conversion Fee"**). For the avoidance of doubt, if you, or the business you represent, did not identify and were not identified by another person through the Site, such as if you and another User worked together before meeting on the Site, then the Non-Circumvention Period does not apply. If you use the Site as an employee, agent, or representative of another business, then the Non-Circumvention Period applies to you and other employees, agents, or representatives of the business or its successor when acting in that capacity with respect to the other User.

By way of illustration and not in limitation of the foregoing, you agree not to:

- Offer or solicit or accept any offer or solicitation from parties identified through the Site to contract, hire, invoice, pay, or receive payment in any manner other than through the Site.
- Invoice or report on the Site or in a Conversion Fee request an invoice or payment amount lower than that actually agreed, made, or received between Users.
- Refer a User you identified on the Site to a third-party who is not a User of the Site for purposes of making or receiving payments other than through the Site.

You agree to notify Infinovae immediately if a person suggests to you making or receiving payments other than through the Site in violation of this Section 7 or if you receive unsolicited contact outside of the Site. If you are aware of a breach or potential breach of this non-circumvention agreement, please submit a confidential report to Infinovae at info@infinovae.com.

You acknowledge and agree that a violation of any provision in this Section 7.1 is a material breach of the Terms of Service. Your Account may be permanently suspended and charged the Conversion Fee (defined above) if you violate this Section 7.1. If you refuse to accept any new version of the Terms of Service or elect not to comply with certain conditions of using the Site, such as minimum rates supported on the Site, and therefore choose to cease using the Site, you may pay the Conversion Fee for each other User you wish to continue working with on whatever terms you agree after you cease using the Site.

7.2 COMMUNICATING THROUGH THE SITE; NOT SHARING CONTACT DETAILS

The provisions of this Section 7.2 apply to any interaction between Users where the Brand has an Account.

For Users subject to this Section 7.2, Users agree to use the communication services available on the Site to communicate with other Users prior to entering into a Service Contract. You agree that prior to entering into a Service

Contract, you (a) will use Infinovae as the sole manner to communicate with other Users; (b) will not provide your Means of Direct Contact (defined below) to any other User or another person that you identified or were identified by through the Site; (c) will not use Means of Direct Contact of another user to attempt to or to communicate with, solicit, contact, or find the contact information of a User outside of Infinovae; (d) will not ask for, provide, or attempt to identify through public means the contact information of another User; and (e) you will not include any Means of Direct Contact (defined below) or means by which your contact information could be discovered in any profile, proposal, job posting, invitation, or pre-hire communication through the Site's communications services (including in each case in any attached file), except as otherwise provided on the Site.

For purposes of the Terms of Service "Means of Direct Contact" means any information that would allow another person to contact you directly, including, without limitation, phone number, email address, physical address, a link to a contact form or form requesting contact information, any link to an applicant management system or means to submit a proposal or application outside of the Site, or any information that would enable a user to contact you on social media or other website or platform or application that includes a communications tool, such as Skype, Slack, Wechat, or Facebook. For the avoidance of doubt, information is a Means of Direct Contact if it would enable another user to identify any of the information above through other sources, such as going to a website that included an email address or identifying you on social media, such as through Facebook or LinkedIn.

You acknowledge and agree that a violation of any provision of this Section 7.2 is a material breach of the Terms of Service. Your Account may be permanently suspended if you violate this Section 7.2.

8. RECORDS OF COMPLIANCE

Section 8 discusses your agreement to make and keep all required records, as detailed below.

Users will each (a) create and maintain records to document satisfaction of their respective obligations under this Agreement, including, without limitation, their respective payment obligations and compliance with tax and employment laws, and (b) provide copies of such records to Infinovae upon request. Nothing in this subsection requires or will be construed as requiring Infinovae to supervise or monitor a User's compliance with this Agreement, the other Terms of Service, or a Service Contract. You are solely responsible for creation, storage, and backup of your business records. This Agreement and any registration for or subsequent use of the Site will not be construed as creating any responsibility on Infinovae's part to store, backup, retain, or grant access to any information or data for any period.

9. WARRANTY DISCLAIMER

Section 9 discusses your agreement and understanding that the Site and Site Services may not always be available or work perfectly, as detailed below.

YOU AGREE NOT TO RELY ON THE SITE, THE SITE SERVICES, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SITE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. INFINOVAE MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SITE SERVICES, WORK PRODUCT, USER CONTENT, OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT OR THE TERMS OF SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INFINOVAE DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW FOR ALL OF THE FOREGOING LIMITATIONS ON WARRANTIES, SO TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SECTION 13 (AGREEMENT TERM AND TERMINATION) STATES USER'S SOLE AND EXCLUSIVE REMEDY AGAINST INFINOVAE WITH RESPECT TO ANY DEFECTS, NON-CONFORMANCES, OR DISSATISFACTION.

10. LIMITATION OF LIABILITY

Section 10 discusses your agreement that Infinovae usually will not have to pay you damages relating to your use of the Site and Site Services and, if it is, at most it will be required to pay you \$2,500, as detailed below.

Infinovae is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms of Service, including, but not limited to:

- your use of or your inability to use our Site or Site Services;
- delays or disruptions in our Site or Site Services;
- viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;
- damage to your hardware device from the use of the Site or Site Services;
- the content, actions, or inactions of third parties' use of the Site or Site Services;
- a suspension or other action taken with respect to your Account;
- your reliance on the quality, accuracy, or reliability of job postings, Profiles, ratings, recommendations, and feedback (including their content, order, and display), Composite Information, or metrics found on, used on, or made available through the Site; and
- your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to the Terms of Service.

ADDITIONALLY, IN NO EVENT WILL INFINOVAE SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES. THE LIABILITY OF INFINOVAE, OUR AFFILIATES, OUR LICENSORS, AND OUR THIRD-PARTY SERVICE PROVIDERS TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE WILL NOT EXCEED THE LESSER OF: (A) \$2,500; OR (B) ANY FEES RETAINED BY INFINOVAE WITH RESPECT TO SERVICE CONTRACTS ON WHICH USER WAS INVOLVED AS BRAND OR INFLUENCER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, SO TO THAT EXTENT, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

11. RELEASE

Section 11 discusses your agreement not to hold us responsible for any dispute you may have with another User, as detailed below.

In addition to the recognition that Infinovae is not a party to any contract between Users, you hereby release Infinovae and our respective officers, directors, agents, subsidiaries, joint ventures, employees and service providers from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User, whether it be at law or in equity that exist as of the time you

enter into this agreement. This release includes, for example and without limitation, any disputes regarding the performance, functions, and quality of the Influencer Services provided to Brand by a Influencer and requests for refunds based upon disputes. Procedures regarding the handling of certain disputes between Users are discussed in the Escrow Instructions.

TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

This release will not apply to a claim that Infinovae failed to meet our obligations under the Terms of Service.

12. INDEMNIFICATION

Section 12 discusses your agreement to pay for any costs or losses we have as a result of a claim brought against us related to your use of the Site or Site Services or your illegal or harmful conduct, as detailed below.

You will indemnify, defend, and hold harmless Infinovae and our respective directors, officers, employees, representatives, and agents (each an "Indemnified Party") for all Indemnified Claims (defined below) and Indemnified Liabilities (defined below) relating to or arising out of: (a) the use of the Site and the Site Services by you or your agents, including any payment obligations or default (described in Section 6.4 (Non-Payment)) incurred through use of the Site Services; (b) any Work Product or User Content developed, provided, or otherwise related to your use of the Site Services; (c) any Service Contract entered into by you or your agents, including, but not limited to, the classification of a Influencer as an independent contractor; the classification of Infinovae as an employer or joint employer of Influencer; any employment-related claims, such as those relating to employment termination, employment discrimination, harassment, or retaliation; and any claims for unpaid wages or other compensation, overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits; (d) failure to comply with the Terms of Service by you or your agents; (e) failure to comply with applicable law by you or your agents; (f) negligence, willful misconduct, or fraud by you or your agents; and (g) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by you or your agents. For purposes of this Section 12, your agents includes any person who has apparent authority to access or use your account demonstrated by using your username and password.

"Indemnified Claim" means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys' fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party.

"Indemnified Liability" means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys' fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by an Indemnified Party against you or a third party or other User.

13. AGREEMENT TERM AND TERMINATION

Section 13 discusses your and Infinovae's agreement about when and how long this Agreement will last, when and how either you or Infinovae can end this Agreement, and what happens if either of us ends the Agreement, as detailed below.

13.1 TERMINATION

Unless both you and Infinovae expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other, which will result in the termination of the other

Terms of Service as well, except as otherwise provided herein. You may provide written notice to info@infinovae.com. In the event you properly terminate this Agreement, your right to use the Site and Site Services is automatically revoked, and your Account will be closed. Infinovae is not a party to any Service Contract between Users. Consequently, User understands and acknowledges that termination of this Agreement (or attempt to terminate this Agreement) does not terminate or otherwise impact any Service Contract or Project entered into between Users. If you attempt to terminate this Agreement while having one or more open Projects, you agree (a) you hereby instruct Infinovae to close any open contracts; (b) you will continue to be bound by this Agreement and the other Terms of Service until all such Projects have closed on the Site; (c) Infinovae will continue to perform those Site Services necessary to complete any open Project or related transaction between you and another User; and (d) you will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the closure of any open Service Contracts, whichever is later, to Infinovae for any Site Services or such other amounts owed under the Terms of Service and to any Influencers for any Influencer Services.

Without limiting Infinovae's other rights or remedies, we may, but are not obligated to, temporarily or indefinitely revoke or limit access to the Site or Site Services, deny your registration, or permanently revoke your access to the Site and refuse to provide any or all Site Services to you if: (i) you breach the letter or spirit of any terms and conditions of this Agreement or any other provisions of the Terms of Service; (ii) we suspect or become aware that you have provided false or misleading information to us; or (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or Infinovae; may be contrary to the interests of the Site or the User community; or may involve illicit or illegal activity. If your Account is temporarily or permanently closed, you may not use the Site under the same Account or a different Account or reregister under a new Account without Infinovae's prior written consent. If you attempt to use the Site under a different Account, we reserve the right to reclaim available funds in that Account and/or use an available Payment Method to pay for any amounts owed by you to the extent permitted by applicable law.

You acknowledge and agree that the value, reputation, and goodwill of the Site depend on transparency of User's Account status to all Users, including both yourself and other Users who have entered into Service Contracts with you. You therefore agree as follows: IF INFINOVAE DECIDES TO TEMPORARILY OR PERMANENTLY CLOSE YOUR ACCOUNT, INFINOVAE HAS THE RIGHT WHERE ALLOWED BY LAW BUT NOT THE OBLIGATION TO: (A) NOTIFY OTHER USERS THAT HAVE ENTERED INTO SERVICE CONTRACTS WITH YOU TO INFORM THEM OF YOUR CLOSED ACCOUNT STATUS, (B) PROVIDE THOSE USERS WITH A SUMMARY OF THE REASONS FOR YOUR ACCOUNT CLOSURE. YOU AGREE THAT INFINOVAE WILL HAVE NO LIABILITY ARISING FROM OR RELATING TO ANY NOTICE THAT IT MAY PROVIDE TO ANY USER REGARDING CLOSED ACCOUNT STATUS OR THE REASON(S) FOR THE CLOSURE.

13.2 ACCOUNT DATA ON CLOSURE

Except as otherwise required by law, if your Account is closed for any reason, you will no longer have access to data, messages, files, or other material you keep on the Site and any closure of your Account may involve deletion of any content stored in your Account for which Infinovae will have no liability whatsoever. Infinovae, in its sole discretion and as permitted or required by law, may retain some or all of your Account information.

13.3 SURVIVAL

After this Agreement terminates, the terms of this Agreement and the other Terms of Service that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions requiring arbitration, permitting audits, protecting intellectual property, requiring non-circumvention, indemnification, payment of fees, reimbursement and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates. Without limiting any other provisions of the Terms of Service, the termination of this Agreement for any reason will not release you or Infinovae from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

14. DISPUTES BETWEEN YOU AND INFINOVAE

Section 14 discusses your agreement with Infinovae and our agreement with you about how we will resolve any disputes, including that we will both first try to resolve any dispute informally and, if you are in the United States, that we both agree to use arbitration instead of going to court or using a jury if we can't resolve the dispute informally, as detailed below.

14.1 DISPUTE PROCESS, ARBITRATION, AND SCOPE

If a dispute arises between you and Infinovae or our Affiliates, our goal is to resolve the dispute quickly and cost-effectively. Accordingly, unless you opt out as provided in Section 14.4.4 below, you, Infinovae, and our Affiliates agree to resolve any claim, dispute, or controversy that arises out of or relates to this Agreement, the other Terms of Service, your relationship with Infinovae (including without limitation any claimed employment with Infinovae or one of our Affiliates or successors), the termination of your relationship with Infinovae, or the Site Services (each, a "Claim") in accordance with this Section 14 (sometimes referred to as the "Arbitration Provision").

Claims covered by this Arbitration Provision include, but are not limited to, all claims, disputes, or controversies arising out of or relating to this Agreement, the Site, Site Services, the Terms of Service, any Service Contract, escrow payments or agreements, any payments or monies you claim are due to you from Infinovae or our Affiliates or successors, trade secrets, unfair competition, false advertising, consumer protection, privacy, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, termination, discrimination, retaliation or harassment and claims arising under the Defend Trade Secrets Act of 2016, Civil Rights Act of 1964, Rehabilitation Act, Civil Rights Acts of 1866 and 1871, Civil Rights Act of 1991, the Pregnancy Discrimination Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, state statutes or regulations addressing the same or similar subject matters, and all other federal or state legal claims arising out of or relating to your relationship with Infinovae or the termination of that relationship.

Disputes between the parties that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) or as provided by an Act of Congress or lawful, enforceable Executive Order, are excluded from the coverage of this Agreement.

14.2 CHOICE OF LAW

The Site Terms of Use, the other Terms of Service, and any Claim will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG); provided, however, that any Claims made by any Influencer located within the United States will be governed by the law of the state in which such Influencer resides. However, notwithstanding the foregoing sentence, this Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

14.3 INFORMAL DISPUTE RESOLUTION

Before serving a demand for arbitration of a Claim, you and Infinovae agree to first notify each other of the Claim. You agree to notify Infinovae of the Claim by email to info@infinovae.com, and Infinovae agrees to provide to you a notice at your email address on file (in each case, a "Notice"). You and Infinovae then will seek informal voluntary resolution of the Claim. Any Notice must include pertinent account information, a brief description of the Claim, and contact information, so

that you or Infinovae, as applicable, may evaluate the Claim and attempt to informally resolve the Claim. Both you and Infinovae will have 60 days from the date of the receipt of the Notice to informally resolve the other party's Claim, which, if successful, will avoid the need for further action.

15. GENERAL

Section 15 discusses additional terms of the agreement between you and Infinovae, including that the Terms of Service contain our full agreement, how the agreement will be interpreted and applied, and your agreement not to access the Site from certain locations, as detailed below.

15.1 ENTIRE AGREEMENT

This Agreement, together with the other Terms of Service, sets forth the entire agreement and understanding between you and Infinovae relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The section headings in the Terms of Service are included for ease of reference only and have no binding effect. Even though Infinovae drafted the Terms of Service, you represent that you had ample time to review and decide whether to agree to the Terms of Service. If an ambiguity or question of intent or interpretation of the Terms of Service arises, no presumption or burden of proof will arise favoring or disfavoring you or Infinovae because of the authorship of any provision of the Terms of Service.

15.2 MODIFICATIONS; WAIVER

No modification or amendment to the Terms of Service will be binding upon Infinovae unless they are agreed in a written instrument signed by a duly authorized representative of Infinovae or posted on the Site by Infinovae. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

15.3 ASSIGNABILITY

User may not assign the Terms of Service, or any of its rights or obligations hereunder, without Infinovae's prior written consent in the form of a written instrument signed by a duly authorized representative of Infinovae. Infinovae may freely assign this Agreement and the other Terms of Service without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties.

15.4 SEVERABILITY; INTERPRETATION

If and to the extent any provision of this Agreement or the other Terms of Service is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

15.5 FORCE MAJEURE

The parties to this Agreement will not be responsible for the failure to perform, or any delay in performance of, any obligation hereunder for a reasonable period due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other conditions beyond the reasonable control of such party.

15.6 PREVAILING LANGUAGE AND LOCATION

The English language version of the Terms of Service will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any. The Site is controlled and operated from our facilities in the United States.

15.7 ACCESS OF THE SITE OUTSIDE THE UNITED STATES

Infinovae makes no representations that the Site is appropriate or available for use outside of the United States. Those who access or use the Site from other jurisdictions do so at their own risk and are entirely responsible for compliance with all applicable foreign, United States, state, and local laws and regulations, including, but not limited to, export and import regulations, including the Export Administration Regulations maintained by the United States Department of Commerce and the sanctions programs maintained by the Department of the Treasury Office of Foreign Assets Control. You must not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end user without obtaining any and all required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving U.S. origin products, including services or software.

In order to access or use the Site or Site Services, you must and hereby represent that you are not: (a) a citizen or resident of a geographic area in which access to or use of the Site or Site Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; (b) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (c) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce Denied Persons or Entity List, the U.S. Department of Treasury Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations or other economic sanction rules of any sovereign nation. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Site and Site Services and your license to use the Site or Site Services will be immediately revoked.

15.8 CONSENT TO USE ELECTRONIC RECORDS

In connection with the Site Terms of Use, you may be entitled to receive, or we may otherwise provide, certain records from Infinovae or our Affiliates, such as contracts, notices, and communications, in writing. To facilitate your use of the Site and the Site Services, you give us permission to provide these records to you electronically instead of in paper form.

16. DEFINITIONS

Section 16 gives you some definitions of capitalized terms that appear in the Terms of Service but other capitalized terms are defined above, which you can tell because the term is put in quotation marks and bold font.

Capitalized terms not defined below or above have the meanings described in the Site Terms of Use or elsewhere in the Terms of Service.

“Brand” means any authorized User utilizing the Site or Site Services, including Direct Contract Services, to seek and/or obtain Influencer Services, including from another User.

“Confidential Information” means any material or information provided to, or created by, a User to evaluate a Project or the suitability of another User for the Project, regardless of whether the information is in tangible, electronic, verbal, graphic, visual, or other form. Confidential Information does not include material or information that: (a) is generally known by third parties as a result of no act or omission of Influencer or Brand; (b) was lawfully received by User without restriction from a third party having the right to disseminate the information; (c) was already known by User prior to receiving it from the other party and was not received from a third party in breach of that third party’s obligations of confidentiality; or (d) was independently developed by User without use of another person’s Confidential Information.

“Escrow Account” means Brand Escrow Account, Influencer Escrow Account, or Fixed-Price Escrow Account.

“Escrow Instructions” means the Fixed-Price Escrow Instructions or the Hourly, Bonus, and Expense Payment Agreement with Escrow Instructions.

“Fixed-Price Contract” means a Service Contract for which Brand is charged a fixed fee agreed between a Brand and a Influencer, prior to the commencement of a Service Contract, for the completion of all Influencer Services contracted by Brand for such Service Contract.

“**Influencer**” means any authorized User utilizing the Site or Site Services, including Direct Contract Services, to advertise or provide Influencer Services to Brands, including Influencer Accounts that are Agency Accounts or, if applicable, Agency Members. A Influencer is a customer of Infinovae with respect to use of the Site and Site Services.

“Influencer Fees” means: (a) for a Fixed-Price Contract, the fixed fee agreed between a Brand and a Influencer; and (b) any bonuses or other payments made by a Brand to a Influencer. “Influencer Services” means all services performed for or delivered to Brands by Influencers.

The term “including” as used herein means including without limitation.

“Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, in each case, under the laws of any state, country, territory or other jurisdiction.

“Payment Method” means a valid credit card issued by a bank acceptable to Infinovae, a bank account linked to your Account, a PayPal account, a debit card, or such other method of payment as Infinovae may accept from time to time in our sole discretion.

“Project” means an engagement for Influencer Services that a Influencer provides to a Brand under a Service Contract on the Site.

“Service Contract” means, as applicable, (a) the contractual provisions between a Brand and a Influencer governing the Influencer Services to be performed by a Influencer for Brand for a Project; (b) a Direct Contract as defined in the Infinovae Direct Contract Terms; or (c) if you use Infinovae Payroll, the contractual provisions between Influencer and the Staffing Provider for the provision of services to Brand, if any.

“Substantial Change” means a change to the terms of the Terms of Service that reduces your rights or increases your responsibilities.

“Infinovae App” means the online platform accessed using Infinovae’s downloaded application or other software that enables time tracking and invoicing, chat, and screenshot sharing with other Users.

“**User Content**” means any comments, remarks, data, feedback, content, text, photographs, images, video, music, or other content or information that you or any Site Visitor or User post to any part of the Site or provide to Infinovae, including such content or information that is posted as a result of questions.

“Work Product” means any tangible or intangible results or deliverables that Influencer agrees to create for, or actually delivers to, Brand as a result of performing the Influencer Services, including, but not limited to, configurations, computer programs, or other information, or customized hardware, and any intellectual property developed in connection therewith.