

## Standard Agreement Between Purchaser and Creator

Last Updated: April 15, 2024

Welcome to Sosh, Inc. (“**Sosh**”). We are pleased that you have joined our Sosh community platform (“**Sosh NFT Platform**”).

This standard agreement between the Purchaser and the Creator (the “**Agreement**”) sets out the terms that govern each transaction between a Purchaser and a Creator on Sosh and other non-fungible token (“**NFT**”) platforms and supplements the Sosh NFT Platforms Terms of Service. The Sosh NFT Terms of Service which are available on the [www.soshnft.io](http://www.soshnft.io) website home page (“**Terms of Service**”). All capitalized terms which are not otherwise defined herein are set forth in the Terms of Service. In addition, the Sosh NFT Platform provided by Sosh is to be used on Apple iOS and Android OS devices and any upgrades from time to time and any other software or documentation which enables the use of the Sosh NFT Platform.

The Sosh NFT Platform not only facilitates creators in submitting their information to sign up for creator services but also extends the same opportunity to purchasers. Our platform welcomes purchasers to provide their information for sign-up, ensuring a seamless and inclusive experience for all users. Whether you're a creator looking to showcase your work or a purchaser eager to explore and acquire NFTs, the Sosh NFT Platform is committed to catering to your needs and facilitating your journey in the Sosh NFT Platform.

Before utilizing the Sosh NFT Platform as a creator or purchaser, it is imperative to read, comprehend, and consent to the terms outlined in this Agreement. By engaging with the Sosh NFT Platform, you signify your agreement to adhere to these terms and acknowledge and accept the collection, utilization, and disclosure of your personal information in alignment with the Sosh NFT Platform Terms of Service and the Company's Privacy Policy. This requirement applies equally to creators and purchasers, ensuring transparency and alignment with our platform's guiding principles.

1) **Definitions.** In this Agreement, the following definitions apply:

- a) “**Content**” means any material minted on Sosh by any User (Whether a Creator or a Purchaser), including any photos, videos, audio (for example, music and other sounds), livestream material, data, text (such as comments and hashtags), metadata, images, interactive features, emojis, GIFs, memes, and any other material.
- b) “**Creator**” means a User who has set up their Sosh account and has minted the Content or is currently in possession of the NFT that represents the Content.
- c) “**Purchaser**” means a User who is purchasing the Content from a Creator.
- d) “**Purchaser/Creator Transaction**” means any transaction between a Purchaser and a Creator by which the NFT representing the Creator’s Content is exchanged for consideration.
- e) “**Purchaser Payment**” means all payments made by a Purchaser with respect to any Purchaser/Creator Transaction.

- f) “**Sosh**” means the website located at [www.soshnft.io](http://www.soshnft.io).
  - g) “**Relevant Content**” has the meaning set out in Section 6.
  - h) “**Royalty Fee**” means the fee charged by Sosh, Inc. to Creators on NFT marketplaces.
  - i) “**Tax**” includes all forms of tax and statutory, governmental, state, federal, provincial, local government, or municipal charges, duties, imposts, contributions, levies, withholdings, or liabilities, including value added tax, sales tax, and use tax, wherever chargeable.
  - j) “**User**” means any user of Sosh, whether a Creator or a Purchaser or both (also referred to as “**you**” or “**your**”).
- 2) **Applicability.** Each time a Purchaser/Creator Transaction is initiated, this Agreement will apply to the exclusion of any other terms that the Purchaser or Creator may propose, and this Agreement legally binds the Purchaser and Creator participating in the Purchaser/Creator Transaction.
- 3) **Parties.** The only parties involved in a Purchaser/Creator Transaction are the Purchaser and Creator. Sosh, Inc. operates solely as the Sosh NFT Platform marketplace and is not a participant in a Purchaser/Creator Transaction. Sosh, Inc. neither confers rights nor intervenes in any aspect of the Purchaser/Creator Transaction, except for its role as an NFT marketplace and minting and smart contract provider as detailed in section 4 of this Agreement (“**Services**”), following the instructions provided by the Creator and Purchaser.
- 4) **Pricing and Payment.**
- a) By entering into a Purchaser/Creator Transaction, the Purchaser shall pay the Purchaser Payment applicable to the relevant Purchaser/Creator Transaction according to the pricing published on the relevant NFT marketplace plus any applicable Tax. In detail, the Creators, who are users of various social media platforms such as TikTok, X (Twitter), YouTube, and Instagram, create and upload social media content encompassing a wide range of topics including travel, sports, tech, lifestyle, and more. These Creators generate content that captivates millions of followers, with over 50 million individuals falling into this category. As part of their work, these Creators retain ownership of their intellectual property (“**IP**”) while granting a non-exclusive license for commercial use through the sale of NFTs.
  - b) Specifically, Creators will be compensated by licensing their Content via NFT sales. Each NFT will be linked to a specific piece of Content, such as a YouTube video or an Instagram post. By holding the NFT associated with a particular piece of Content, Purchasers will acquire a non-exclusive license to use that Content for commercial purposes. This unique approach, utilizing NFTs for content licensing, sets our platform apart from traditional methods where purchasing NFTs did not confer licensing rights regarding the content.
  - c) Moreover, the Creator will retain ownership of the IP of their Content. Regardless of whether the NFT holder is the Creator of the Relevant Content, a direct Purchaser from the Creator, or a subsequent Purchaser from someone other than the Creator, each holder will receive a license to utilize the Content for commercial purposes while in possession

of the Relevant NFT. This ensures that the Creator maintains control over their IP while providing Purchasers with the opportunity to utilize the Content in a commercially viable manner.

- 5) **Cancellations and Refunds.** For its Service, Service may receive certain fees. Sosh does not set, collect, or determine other applicable costs, fees, and expenses associated with the Content, including but not limited to any Creator earnings, gas, or transaction fees. These costs, fees, and expenses are paid directly to the Creator, payment processor, blockchain validator, or other third party, as applicable. Because these costs, fees, and expenses are not collected by Sosh, it cannot refund them. If you breach any of the provisions of these Terms, all licenses granted by OpenSea will terminate automatically. Sosh reserves the right, with or without notice and in our sole discretion, to suspend, restrict, disable, terminate, or delete any your account and/or your ability to access or use the Service (or any part of the foregoing) at any time and for any or no reason, and you acknowledge and agree that Sosh shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to Sosh. If Sosh terminates your account or restricts your access or use of the Service, you retain ownership of your NFTs. You may still access your NFTs through public blockchains and other web3 wallets, platforms, and/or websites.
- 6) **Content License.** Once the Purchaser has made the Purchaser Payment for a Purchaser/Creator Transaction, the Creator hereby grants the Purchaser an unlimited, worldwide license to use, copy, and display the applicable Content of that Creator to which the Purchaser/Creator Transaction relates (“**Relevant Content**”) for the purpose of creating derivative works based upon the Relevant Content, or as otherwise permitted by law (“**Commercial Use**”). Ownership of the NFT related to the Relevant Content (the “**Relevant NFT**”) shall grant the Commercial Use provided for in this Section 6 to such Relevant NFT owner. This license is transferable, sublicensable, and non-exclusive, and allows the Purchaser Commercial Use of the Relevant Content to the extent permitted by law.
- 7) **Content Ownership.** The Purchaser participating in the Purchaser/Creator Transaction acknowledges that the Relevant Content license provided in Section 6 of this Agreement does not result in the Purchaser acquiring any rights in or to the Relevant Content (except as provided in Section 6), which rights will be retained by the minting Creator of the Relevant Content.
- 8) **License Termination.** The license granted to a Purchaser for the Relevant Content will terminate automatically without notice in the following circumstances:
  - a) if the Purchaser’s User account is suspended or terminated for any reason;
  - b) if the Purchaser acts in breach of the [Terms of Service](#) (whether with respect to the Relevant Content or at all);
  - c) if the Content is removed from the Creator’s account; or
  - d) if the Purchaser closes their Sosh User account.
- 9) **Creator and Purchaser Obligations.** With respect to every Purchaser/Creator Transaction:
  - a) The Purchaser and the Creator participating in the Purchaser/Creator Transaction shall comply at all times with the Terms of Service with respect to the Relevant Content.

- b) The Purchaser participating in the Purchaser/Creator Transaction shall make the Purchaser Payment required to complete the Purchaser/Creator Transaction in good faith.
- c) The Creator participating in the Purchaser/Creator Transaction shall transfer the Relevant NFT upon completion of the Purchaser/Creator Transaction. The Creator agrees that such transfer of the Relevant NFT to the Purchaser grants the Purchaser rights to Commercial Use as provided in Section 5 of this Agreement.
- d) The Creator warrants that it possesses all necessary rights in and to the Relevant Content sufficient to license it to the Purchaser in the territory in which the Purchaser will be making Commercial Use of the Relevant Content and has obtained all permissions and consents needed to grant the license in Section 5 of this Agreement.
- e) The Creator is solely responsible for creating, uploading, and minting the Relevant Content. The Creator provides no guarantees that it will continue to create and upload Content on an ongoing basis.
- f) Unless there has been negligence or other breach of duty by the Creator, the Purchaser's purchasing of the Relevant Content is entirely at the Purchaser's own risk.

**10) Creator Obligations, Representations and Warranties.** Creator represents, warrants and covenants to Sosh that:

- a) it has the requisite right, power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the Purchaser/Creator Transactions contemplated by this Agreement;
- b) this Agreement has been accepted by Creator and constitutes a legally valid and binding obligation of Creator, enforceable against Creator in accordance with its terms;
- c) Creator owns or controls or has the authority to engage in creating NFTs to sell to Purchasers for which it is executing Purchaser/Creator Transactions and shall be responsible for compliance with this Agreement;
- d) in its access or use of the Sosh NFT Platform, Creator will comply with all applicable foreign, federal, state and local laws and regulations, the Sosh NFT Terms of Service and the Sosh Privacy Policy; and
- e) Creator has all necessary rights, consents and permissions to provide all information and Content to Purchasers with which to perform their Creator NFT services and such information and content will not violate or infringe any laws, third party intellectual property right, right of privacy or right of publicity or any applicable Privacy Policy of the Sosh NFT Platform.

**11) No Guarantees.** The Purchaser participating in the Purchaser/Creator Transaction acknowledges that Creators may add and remove Content at any time from their Creator account, and that Creators have the discretion to decide what sort of Content to make available on their account. In addition, the Purchaser participating in the Purchaser/Creator Transaction acknowledges that there may be circumstances where it is not possible for the Purchaser to access Relevant Content to be provided under the Purchaser/Creator Transaction, including:

- a) if the Creator's account is suspended or deleted;
- b) if the Purchaser's account is suspended or deleted;
- c) if the availability of all or any part of the Sosh website is suspended or inaccessible; or
- d) if the Creator is unable to create or upload Content in the future.

**12) Governing Law and Jurisdiction**

All matters relating to the Sosh NFT Platform and this Agreement, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Wyoming without giving effect to any choice or conflict of law provision or rule (whether of the State of Wyoming or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the Sosh NFT Platform shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, although we retain the right to bring any suit, action, or proceeding against you for breach of this Agreement in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**13) Dispute Resolution: PLEASE READ THIS "DISPUTE RESOLUTION" SECTION CAREFULLY. IT LIMITS THE WAYS YOU CAN SEEK RELIEF FROM SOSH AND REQUIRES YOU TO ARBITRATE DISPUTES ON AN INDIVIDUAL BASIS.**

- a) Any claim or dispute relating in any way to your use of the Sosh NFT Platform, or to any products or services sold or distributed by the Sosh NFT Platform shall be resolved by binding arbitration, rather than in court,** except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement.
- b) There is no jury or judge in arbitration, and court review of an arbitration award is limited. However, arbitrators can award on an individual basis the same damages and relief as a court could (including declaratory and injunctive relief or statutory damages), and must follow the terms of these Terms of Service as a court would.**
- c)** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Sosh 30 N Gould St, Ste R, Sheridan, WY 82801. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by based on written submissions, telephone or at another mutually agreed location.
- d) We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

- 14) **Waiver and Severability**: No waiver by Sosh of any term or condition set out in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Sosh to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.
- 15) **Entire Agreement**: The Agreement, the Terms of Service, and our Privacy Policy constitute the sole and entire agreement between you and Sosh, Inc. regarding the Sosh NFT Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Sosh NFT Platform.
- 16) **Your Comments and Concerns**: The Sosh NFT Platform is operated by Sosh, Inc. All feedback, comments, requests for technical support, and other communications relating to the Sosh NFT Platform should be directed to: [support@Sosh.com](mailto:support@Sosh.com)