

Sourced By Terms of Service Agreement

Version 1

Last Updated Date: April 28th, 2025

PLEASE READ CAREFULLY THIS TERMS OF SERVICE AGREEMENT (“**TERMS OF SERVICE**”). THESE TERMS OF SERVICE APPLY TO (A) THE WEBSITE MADE AVAILABLE BY SOURCED BY INC., A DELAWARE CORPORATION (“**COMPANY**”, “**WE**”, OR “**US**”), AVAILABLE AT <https://www.sourcedby.com/> AND ANY COMPANY APP OR OTHER DIGITAL PROPERTY OFFERING SIMILAR PRODUCTS OR SERVICES (“**PLATFORM**”), AND (B) THE PRODUCTS, SERVICES, FEATURES, TECHNOLOGIES, AND/OR FUNCTIONALITIES PROVIDED BY COMPANY VIA THE PLATFORM (COLLECTIVELY, WITH THE PLATFORM, “**SERVICES**”).

BY ACCESSING OR USING OUR SERVICES IN ANY WAY, BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR USING THE PLATFORM, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH COMPANY, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF SERVICE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THESE TERMS OF SERVICE. THE TERM “**YOU**” REFERS TO YOU AS AN INDIVIDUAL AND ANY LEGAL ENTITY THAT YOU HAVE NAMED AS A USER AT THE TIME OF REGISTRATION FOR THE SERVICES. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE YOU MAY NOT ACCESS OR USE ANY OF THE SERVICES.**

THESE TERMS OF SERVICE INCLUDE (1) YOUR AGREEMENT THAT COMPANY HAS NO LIABILITY REGARDING THE SERVICES (SECTION 2.2 (OTHER REGISTERED USERS, CLIENTS AND SHOPPERS)); (2) YOUR AGREEMENT THAT THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY (SECTION 14 (DISCLAIMER OF WARRANTIES AND CONDITIONS)); (3) YOUR CONSENT TO RELEASE COMPANY FROM LIABILITY (SECTION 12 (RELEASE)); AND (4) YOUR AGREEMENT TO INDEMNIFY COMPANY FOR YOUR USE OF, OR INABILITY TO USE, THE SERVICES (SECTION 13 (INDEMNIFICATION)).

PLEASE BE AWARE THAT SECTION 19 (ARBITRATION AGREEMENT) CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND COMPANY. AMONG OTHER THINGS, SECTION 19 (ARBITRATION AGREEMENT) INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. IT ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ THIS AGREEMENT CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS IN ACCORDANCE WITH SECTION 19.8: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL. PLEASE NOTE THAT IF YOU OPT IN TO OBTAIN TEXT MESSAGES FROM COMPANY, SECTION 5.3 (TEXT MESSAGE SERVICES) OF THIS AGREEMENT BELOW CONTAINS TERMS RELATED TO OUR TEXT MESSAGE SERVICES.

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in these Terms of Service or will be presented to you for your acceptance when you sign up to use the supplemental Service. If these Terms of Service are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. These Terms of Service and any applicable Supplemental Terms are referred to herein as the “**Agreement**.”

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY COMPANY IN ITS SOLE DISCRETION AT ANY TIME AS SET FORTH IN SECTION 21.12 (AGREEMENT UPDATES). PLEASE REGULARLY CHECK THE PLATFORM TO VIEW THE THEN-CURRENT TERMS.

1. REGISTRATION.

1.1 **Registering Your Account.** In order to access certain features of the Services you may be required to become a Registered User. For purposes of the Agreement, a “**Registered User**” is a user who has registered an account with us on the Platform (“**Account**”).

1.2 **Registration Data.** In registering an account, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (“**Registration Data**”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. You represent that you are (i) at least eighteen (18) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Services under the laws of the United States, your place of residence, or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Services by minors. You may not share your Account or password with anyone, and you agree to (y) notify Company immediately of any unauthorized use of your password or any other breach of security; and (z) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Company has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current, or incomplete, Company has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an Account using a false identity or information or on behalf of someone other than yourself. You agree that you shall not have more than one Account per platform at any given time. Company reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use the Services if you have been previously removed by Company or if you have been previously banned from any of the Services.

1.3 **Rights in Your Account.** Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Company.

1.4 **Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

2. YOUR RESPONSIBILITY FOR RELATIONSHIPS AND ITEMS.

2.1 **Sourcers and Clients.** Our Services are intended for use by Registered Users who provide sourcing services (“**Sourcers**”) with respect to items (“**Items**”) desired by their clients (“**Clients**”), and Registered Users who provide shopping services (“**Shoppers**”) with respect to Items to be acquired for Sourcers from sellers of those Items (“**Sellers**”), subject to the terms and conditions of this Agreement.

2.2 **Other Registered Users, Clients and Shoppers.** You are solely responsible for your interactions and relationships with other Registered Users and any other parties with whom you interact; provided, however, that Company reserves the right, but has no obligation, to intercede, without liability to any party, in disputes or other interactions between Registered Users. You agree that Company will not be responsible for any liability incurred as a result of any such interaction or relationship. Company's obligations under this Agreement extend only to the Registered User for the applicable Services for which such Registered User has subscribed. Nothing in this Agreement is intended to make Company a party to any contract or other binding obligation, and Company makes no representation or warranty about the suitability, reliability, timeliness, or accuracy of any interaction or relationship, between or among Registered Users, other Sourcers, Shoppers, Clients or Sellers. When interacting with other Registered Users you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you do not know. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. COMPANY AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY, OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES.

2.3 **Items.** As part of the Services, we do not take physical possession of or title to any Item, and we do not facilitate any transfer (physical, title or otherwise) of Items between parties. Company has no control over and does not guarantee the existence, availability, quality, authenticity, safety, legality, delivery, or any other aspect of any Item; that any Item marked as "found" on the Platform, will be available at any time; the integrity, responsibility, or any action of any Registered User or other third party; the truth or accuracy of any Registered Users' content or listing; the ability of any party to obtain or dispose of any Item; or that any party will receive any anticipated compensation or payment for any Item.

3. **SOURCER RESPONSIBILITIES.** As a Registered User acting as a Sourcer on the Platform, you are responsible for:

3.1 the accuracy and content of all information you upload, post, e-mail, transmit, or otherwise make available on or through the Services ("**Make Available**"), including without limitation: (a) any request you Make Available to Shoppers for an Item ("**Request**"), including verifying any Platform-generated details that accompany or are incorporated into such Request; or (b) any information concerning Clients, Items or Shoppers you wish to associate with your Account;

3.2 establishing and Making Available the fees: (a) payable by a Client to you for the service of sourcing an Item ("**Sourcer Fees**") and (b) payable by you to your Shopper(s) for the service of obtaining and delivering such Item ("**Shopper Fees**");

3.3 generating for each Client a cost quote for an Item, including taxes, shipping, Sourcer Fees and Shopper Fees, applicable Platform Fees (as defined below), and any other applicable costs ("**Quote**"). You may use the Platform automatically to generate a Quote, but you are responsible for verifying all information included in any Quote;

3.4 obtaining and Making Available all information necessary for such Item to be shipped to the Client; and

3.5 generating and sending the final Item invoice, including taxes, shipping, Sourcer Fees and Shopper Fees, applicable Platform Fees, and any other applicable costs, to the Client ("**Invoice**"). All Invoices must include your Sourcer Stripe Account (as defined below). You may use the Platform automatically to generate an Invoice, but you are responsible for verifying all information included in such Invoice.

4. **SHOPPER RESPONSIBILITIES.** As a Registered User acting as a Shopper on the Platform, you are responsible for:

4.1 the accuracy of all information you Make Available, including without limitation any information concerning Items or Sellers, in response to a Request (“**Response**”);

4.2 reading carefully any Request before attempting to locate an Item. If you have any questions about a Request or an Item, you are directed and agree to contact the Sourcer; we are not able to answer any such questions;

4.3 marking a Request “found” only when you have located an Item and are able to obtain the Item on behalf of the Sourcer, and by doing so you represent and warrant to Company and the Sourcer: (a) that you have found such Item, (b) such Item is available for sale and purchase at the time of marking, and (c) the price for such Item you Make Available to the Sourcer is correct at the time of marking; and (d) the Sourcer and Company are entitled to rely upon your representation and warranty;

4.4 verifying the authenticity of the Item and that the Item is the genuine article described in the Request, is not a counterfeit, and has not been reproduced, substituted, altered, or otherwise knowingly mismarked, misidentified, or misrepresented to be an authentic item from the original manufacture; and

4.5 upon receipt of the Client funds to be used to purchase an Item from a Seller, for consummating the purchase of such Item and shipping such Item to the Client.

5. **USE OF THE SERVICES.**

5.1 **Limited Rights to Use.** The Services, and the information and content available on the Services, are protected by copyright and other intellectual property rights laws throughout the world. Unless otherwise specified by Company in a separate license, your right to use any and all of the Services is subject to this Agreement.

5.2 **Updates.** You understand that the Services are evolving. As a result, Company may require you to install updates on the devices through which you access or use the Service (“**Device**”). You acknowledge and agree that Company may update the Service with or without notifying you. You may need to update third-party software from time to time in order to continue to use the Service. Any future release, update or other addition to the Service shall be subject to this Agreement.

5.3 **Text Message Services.** Company may offer one or more mobile message programs (collectively, “**Message Service**”) that allows users to receive SMS/MMS mobile messages by opting-in such as through online or application-based enrollment forms. Regardless of the opt-in method you use to enroll, you agree that your use of the Message Service is governed by this Agreement. We do not charge for the Message Service, but you are responsible for all charges and fees associated with mobile messaging imposed by your wireless carrier, and you acknowledge that your carrier may charge you or deduct usage credit from your account when you text us or we send messages to you. Message and data rates may apply. By enrolling a telephone number in the Message Service, you authorize us to send recurring SMS and MMS mobile messages to the number you specify, and you represent that you are authorized to receive mobile messages at such number. You agree that these messages may be transmitted using an automatic telephone dialing system (“**ATDS**”), other automated systems for the selection or dialing of telephone numbers, or different technology. Your consent to receive mobile messages via an ATDS or other automated system for the selection or dialing of numbers is not required (directly or indirectly) as a condition of using the Services. While you consent to receive messages sent using an ATDS, the foregoing shall not be interpreted to suggest or imply that any or all of our messages are sent using such a system. Message frequency varies. If you do not wish to continue participating in a Message Service program we offer, you agree to reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message you receive from that program to opt out. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing options are the only reasonable methods of opting out. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that alter, change, or modify the STOP, END, CANCEL, UNSUBSCRIBE or QUIT keyword commands, such as the use of different spellings or the addition of

other words or phrases to the command, and agree that that we and our service providers will have no liability for failing to honor such requests. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those keyword commands set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out. To the extent you subscribe to more than one Message Service program that we operate, you must unsubscribe from each program separately. For Message Service support or assistance, text the HELP keyword in response to any message you receive through the Message Service or email us at contact@sourcedby.com. Please note that the use of this email address is not an acceptable method of opting out of Message Service. Opt-outs must be submitted in accordance with the procedures set forth above. We may change any short code or telephone number we use to operate the Message Service at any time with notice to you. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we are not responsible for honoring requests made in such messages. The Message Service may not be available in all areas or supported by all carriers or all devices. Check with your carrier for details. Delivery of mobile messages is subject to effective transmission from your wireless carrier/network operator and is outside of our control. We and the wireless carriers supported by the Message Service are not liable for any failed, delayed, or undelivered messages. If you decide to change your mobile phone number, you agree to first opt out of each Message Service program in which your number is enrolled. For clarity, you acknowledge and agree that any disputes between you and us related to the Message Service will be governed by Section 19 (Arbitration Agreement).

6. **RESPONSIBILITY FOR CONTENT.**

6.1 **Content.** You acknowledge that any information, including without limitation personal information of any third parties (e.g., name and contact information about, and location of, a Client), data, text, software, music, sound, photographs, graphics, video, messages, tags, and/or other materials accessible through the Services (collectively, “**Content**”), are the sole responsibility of the party from whom such Content originated.

6.2 **Your Content.** You, and not Company, are entirely responsible for all Content that you Make Available through the Services (“**Your Content**”). Without limiting the foregoing, Your Content includes your Requests and Responses.

6.3 **User Content.** In addition to Your Content, the Services may contain Content provided by other Registered Users that you and they Make Available through the Services (“**User Content**”). Company does not control, is not responsible for, and does not approve, endorse, or make any representations or warranties with respect to User Content. You agree to use all User Content and interact with other Registered Users at your own risk.

6.4 **Storage.** Unless expressly agreed to by Company in writing elsewhere, Company has no obligation to store any of Your Content that you Make Available through the Services. Company has no responsibility or liability for the timeliness, deletion, mis-delivery, or accuracy of any Content, including Your Content; the failure to store, transmit, or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. Certain Services may enable you to specify the level at which such Services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that Company retains the right to create reasonable limits on Company’s use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Platform and as otherwise determined by Company in its sole discretion.

7. **OWNERSHIP.**

7.1 **Ownership of the Services.** Except with respect to Your Content and User Content, you agree

that Company and its suppliers own all rights, title, and interest in the Services (including but not limited to, any computer code, themes, dialogue, concepts, artwork, methods of operation, moral rights, documentation, and Company software). You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying any the Services.

7.2 **Trademarks.** “Sourced By” and all related graphics, logos, service marks, and trade names used on or in connection with the Services or in connection with the Services are the trademarks of Company and may not be used without permission in connection with your, or any third-party, products or services. Other trademarks, service marks, and trade names that may appear on or in the Services are the property of their respective owners.

7.3 **License to Your Content.** Company does not claim ownership of Your Content. Subject to any applicable account settings that you select, you grant Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive, and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing the Services to you and to our other Registered Users. You acknowledge that other Registered Users to whom you grant access to Your Content may search for, see, use, modify, and reproduce any of such Your Content.

7.4 **Your Content.** You agree that you, not Company, are responsible for all of Your Content that you Make Available on or through the Services. You represent and warrant that (a) you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform, and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content; (b) that the holder of any intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above; and (c) if you Make Available any personal information of a third party (e.g., a Sourcer providing name and contact information about and location of a Client for a Shopper to send an item), you have received the permission of such third party to Make Available to us such information.

7.5 **Username.** Notwithstanding anything contained herein to the contrary, by submitting Your Content to any comments, or any other area on the Services, you hereby expressly permit Company to identify you by your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media, or technology now known or later developed in connection with Your Content.

7.6 **Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Company (“**Feedback**”) is at your own risk and that Company has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services and/or Company’s business.

8. **USER CONDUCT AND CERTAIN RESTRICTIONS.** As a condition of use, you agree not to use the Services for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party) to: (a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host, or otherwise commercially exploit the Services or any portion of the Services; (b) frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout,

or form) of Company; (c) use any metatags or other “hidden text” using Company’s name or trademarks; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile, or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to “scrape” or download data from any web pages contained in the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) remove or destroy any copyright notices or other proprietary markings contained on or in the Services. Further, you shall not (and shall not permit any third party) to either (A) take any action or (B) Make Available any Content on or through the Services that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, misleading, false, defamatory, libelous, pornographic, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, offensive, profane or racially, ethnically, or otherwise discriminatory; (iii) constitutes unauthorized or unsolicited advertising or junk or bulk e-mail; (iv) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without Company’s prior written consent; (v) impersonates any person or entity, including any employee or representative of Company; (vi) interferes with or attempts to interfere with the proper functioning of the Services or uses the Services in any way not expressly permitted by this Agreement; (vii) manipulates any Request or Response; (viii) transfers your account and username to another party without our consent; (ix) bypasses our robot exclusion hardware, interferes with the working of the Platform, or imposes an unreasonable or disproportionately large load on our infrastructure; (x) uses the Platform to collect, harvest, transmit, distribute, or submit any information concerning any other person or entity, including without limitation photographs of others, personal contact information, or credit card, debit or calling card, or account numbers without their permission; (xi) takes any action that may undermine any of our systems; (xii) breaches or circumvents any laws, third-party rights or our systems, policies, or determinations of your account status; (xiii) contains nudity, violence, sexually explicit, or offensive subject matter, as determined by Company in its sole discretion; or (xiv) attempts to engage in or engages in, any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, using manual or automated software or other means to access, “scrape”, “crawl”, or “spider” any pages contained in the Services, introducing viruses, worms, or similar harmful code into the Services, or interfering or attempting to interfere with use of the Services by any other user, host, or network, including by means of overloading, “flooding”, “spamming”, “mail bombing”, or “crashing” the Services.

9. **NO SOLICITATION.** Other than for the fulfilment of Client requests to Sourcers, the Platform may not be used to solicit for any other business, website, or services. Other than maintaining Sourcer-Shopper relationships through the Platform, you may not solicit, advertise for, or contact in any form Registered Users for employment, contracting, or any other purpose not related to the Services facilitated through the Services. You may not use the Platform to collect usernames and/or email addresses of Registered Users by electronic or other means without the express prior written consent of Company.

10. **MONITORING CONTENT & REMEDIES.**

10.1 **Monitoring Content.** Company may, but is not obligated to, investigate, monitor, pre-screen, remove, refuse, or review the Services and/or Content, including Your Content and User Content, at any time. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that Company pre-screens, refuses, or removes any Content, you acknowledge that Company will do so for Company’s

benefit, not yours.

10.2 Criminal Activity. If Company believes that criminal activity has occurred, Company reserves the right to, except to the extent prohibited by applicable law, disclose any information or materials on or in the Services, including Your Content, in Company's possession in connection with your use of the Services, to (a) comply with applicable laws, legal process, or governmental request, (b) enforce the Agreement, (c) respond to any claims that Your Content violates the rights of third parties, (d) respond to your requests for customer service, or (e) protect the rights, property or personal safety of Company, its Registered Users or the public, and all enforcement or other government officials, as Company in its sole discretion believes to be necessary or appropriate. By posting a Request or a Response, you represent and warrant that any contemplated transaction through the Platform with respect to the underlying Item is legal under the laws where you reside.

10.3 Remedies. If a Registered User violates any of the foregoing terms, or any other part of these Terms, without limiting Company's other rights or remedies, Company reserves the right (but not obligation) to do any or all of the following, in its sole discretion: (a) remove or refuse to post any of your Content for any or no reason; (b) take any action with respect to any of Your Content that we deem necessary or appropriate, including if we believe that such Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for Company; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation referral to and cooperation with law enforcement and/or other applicable legal authorities, for any illegal or unauthorized use of the Services or if Company otherwise believes that criminal activity has occurred; (e) terminate or suspend your access to all or part of the Services for any or no reason; (f) terminate your license to use the Services, or change, alter, or remove Your Content, in whole or in part; (g) remove any or all of your Requests or Responses from the Services; (h) withhold any payments due to you; (i) place limits on your use of the Services; or (j) charge your payment method for costs, expenses, and fees incurred by Company as a result of your action or inaction; in each case with or without prior notice to you. You hereby agree that each of the foregoing remedies are reasonable and justified upon Company discovery of your violation of these Terms. We may also use fraud protection measures, including algorithms and automated systems to monitor for fraud, which might result in cancellation of listings or sales or account suspension.

11. FEES AND PAYMENTS.

11.1 Platform Fees. Company may charge you a registration fee as part of the process to create an Account and become a Registered User. Company may also charge a transaction fee for each Item successfully Requested through the Services. Company's fees are as communicated by Company to you and as may updated in writing time to time ("**Platform Fees**"). Company may change Platform Fees from time to time by posting the changes on the Platform. Any changes to Platform Fees for Requests will apply only to Requests made available on the Platform after the change. Fees for registration will be collected at the time of registration. Fees for transactions will be collected as described below.

11.2 Subverting the Platform. It is a material breach of this Agreement to arrange for the sale or other transfer of an Item outside the context of the Platform for the purposes of circumventing the obligation to pay Platform Fees.

11.3 Payment Accounts. Sourcers will be required to create a Stripe account as described below ("**Sourcer Stripe Account**"). Any Invoice must include the Sourcer Stripe Account as the payment method to be used by Client. Shoppers will be required to link a Stripe account ("**Shopper Payment Account**") to receive payments through the Services.

11.4 Platform Payment Processing. After a Client has paid an Invoice, Company or its Payment

Processor (defined below) will (a) charge the applicable Sourcer Stripe Account for the cost of the Item, including taxes, shipping, and applicable Sourcer Fees and Shopper Fees (“**Item Cost**”); (b) pay to the Shopper Payment Account the Item Cost; and (c) track the applicable Platform Fees for such Transaction. Company will charge the applicable Sourcer Stripe Account for the applicable Platform Fees either, in Company’s discretion, at the time Company charges the Sourcer Stripe Account for the Item Cost or on a regular cadence (e.g., daily or weekly). You understand and agree that Company itself does not process the transmission of funds and thus it is not a separate and discrete service that Company provides in addition to the Platform. You further agree to provide accurate and complete information in order for Company or Payment Processor to receive, process, and disburse payments made through the Platform.

11.5 Payment Processing Services. All payments for Items made by a Client through an Invoice are processed by Company and its third-party payment services providers (“**Payment Processors**”) on behalf of a Sourcer to facilitate the settlement of proceeds to the applicable Shopper, less any amounts owed to Company or kept by such Sourcer. Company uses Stripe, Inc. and its affiliates as its Payment Processor for payment services (e.g., card acceptance, merchant settlement, and related services). Company may replace any of its Payment Processors without notice to Sourcer or Shopper. By making use of some or all of the payment services on the Platform, you agree to be bound by Company’s policies and the Payment Processor’s policies, user agreements, terms and conditions. Stripe’s terms and conditions are available at <https://stripe.com/ssa> and its Privacy Policy is available at <https://stripe.com/us/privacy>. Company also uses Stripe Connect Express, so the following Stripe terms also apply to you: <https://stripe.com/legal/connect> (Section 4(b) re Stripe Connected Platform Agreement) and <https://stripe.com/ssa> (Section B(6) re Stripe Connected Account Agreement). You hereby consent and authorize Company to share any information and payment instructions provided to Company with the applicable Client, Sourcer, or Shopper, and the Payment Processor(s) to the extent required to provide the payment services and complete the applicable transactions. The Payment Processor may also be contacted directly for payment support through <https://stripe.com/contact>. Company reserves the right to change Payment Processors at any time and will notify you in the event of such a change.

11.6 Appointment of Company as Limited Payments Agent. To the extent applicable, you hereby appoint Company as your limited payments agent for the sole purpose of receiving, holding, and settling payments for transactions made through the Platform. Company, through its Payment Processor, will settle payments that are actually or constructively received by Company, less any amounts owed to Company, including fees and other obligations, as set forth in this Agreement. You agree that a payment actually or constructively received by Company satisfies all obligation to make payment for transactions through the Platform, regardless of whether Company or the Payment Processor actually settles such payment. If Company does not settle any such payments as described in this Agreement, you will have recourse only against Company (or the Payment Processor, as applicable), as payment is deemed made upon constructive or actual receipt of funds by Company. In accepting this appointment as your limited payments agent, you agree that Company assumes no liability for any of your acts or omissions, and you understand that the obligation of Company or its Payment Processor to settle funds is subject to and conditional upon actual payment and the terms of this Agreement.

11.7 Disbursement. Company will disburse funds through the Payment Processor to the account associated with the payout information designated by you. If (a) payment is made to you in error, (b) you receive funds that you are not otherwise entitled to receive at the time of disbursement, or (c) a successful chargeback request or other payment dispute or reversal is made against funds already paid to you, Company has the right to recoup from you any such amounts paid to you, including without limitation by initiating a debit or charge to any account provided by you in connection with the Services or setting off against funds pending settlement to you. Company may also set off against funds pending settlement to you any sums due, or reasonably likely to become due, to Company pursuant to this Agreement.

In some cases, settlement of the payment processing proceeds could be temporarily delayed by an issue at Company, the Payment Processor, or Registered User’s designated financial institution. Company is not

obligated to refund any Platform Fees or reimburse any expenses due to delayed settlements. In addition, your designated financial institution's settlement and account crediting procedures may at times cause delays in the crediting of funds to your linked bank account, and Company does not have control over these delays.

11.8 Refunds. Company has no obligation to provide refunds or credits, but may grant them in extenuating circumstances, as a result of specific refund guarantee promotions, or to correct any errors made by Company or another party, in each case in Company's sole discretion. Company reserves the right to recoup the amount refunded by offsetting it against any amount pending settlement to you.

11.9 Chargebacks and Holds. In the event that Company receives a chargeback request in connection with a transaction on the platform, Company will inform Sourcer of the chargeback request. Sourcer agrees to provide, within five (5) days of being informed by Company of the chargeback, any information about the transaction that Company reasonably requests, including without limitation evidence that (a) the Item involved in the chargeback request was shipped and delivered if the chargeback request occurs after the Item has been shipped; (b) the original Request matched the Client's request; (c) the Item shipped was as described in the original Request. If a chargeback request is submitted before amounts are settled to Sourcer, Shopper, and Company, or any combination thereof, you agree that Company may hold the settlement until the chargeback dispute is determined by the applicable card issuer or other payment processor; and, if the chargeback dispute is warranted, Company will not settle to you any such funds for the transaction at issue. You also agree that Company reserves the right to manage the risks associated with providing the Platform by placing restrictions on the settlement of funds to you when Company deems it is necessary at its sole discretion, including as necessary to comply with law or mitigate fraud or abuse of the Services. For example, a hold may be placed if Company has reason to believe there is an increased risk associated with a certain Platform transaction, such as if another Registered User or a third party files a dispute, or if you are a new Registered User, or there have been prior complaints or disputes relating to your transactions.

Further, Company may temporarily withhold a portion of funds pending settlement to you if Company, in its sole discretion, determines such action is necessary to secure payment for, performance of, and/or assurances regarding any liabilities, obligations, or indebtedness you may have incurred with Company, any Registered User, or any third party in connection with transactions on the Platform. Your Account may be suspended, terminated, or otherwise subject to additional conditions or fees if you are subject to multiple chargebacks requests.

11.10 Onboarding Information. Company reserves the right, but has no obligation, to request additional information from you to verify your identity in order to comply with laws and regulations governing payments, safeguard the integrity of the Platform, and reduce the risk of fraud, money laundering, terrorist financing, and the violation of trade sanctions. Information that Company may request, or seek to confirm, may include your full legal name, mailing address, phone number, date of birth, and a form of government-issued identification. Company may also require you to submit an application for review and approval by Company before accessing the Services.

11.11 Taxes. The amounts paid under this Agreement do not include any Sales Tax that may be due in connection with any Services provided under this Agreement. If Company determines it has a legal obligation to collect Sales Tax from a user in connection with this Agreement, Company shall collect such Sales Tax in addition to the amounts required under this Agreement. If any Services, or payments for any Services, under the Agreement are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Company, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Company for any liability or expense Company may incur in connection with such Sales Taxes. Upon Company's request, you will provide it with official receipts issued by the appropriate taxing authority, or such other evidence that you have paid all applicable taxes. For purposes of this section, "**Sales Tax**" shall mean any sales or use tax

and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

^{12.} **RELEASE.** Company expressly disclaims any liability that may arise between Registered Users of its Platform. The Platform is only a venue for connecting Shoppers with Sourcers. Unless otherwise specified herein, because Company is not a party to the actual contracts between Shoppers and Sourcers, in the event that you have a dispute with one or more Registered Users, you release Company, its parents, subsidiaries, affiliates, officers, employees, investors, agents, payment processors, partners, and licensors, but excluding any Registered Users (each a “**Company Party**” and, collectively, “**Company Parties**”) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “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.” The foregoing release does not apply to any claims or demands, or any losses, damages, rights, and actions of any kind, including personal injuries, death, or property damage for any unconscionable commercial practice by a Company Party or for such party’s fraud, deception, false promise, misrepresentation, or concealment, suppression, or omission of any material fact in connection with the Platform provided hereunder.

13. INDEMNIFICATION. You agree to indemnify and hold harmless the Company Parties from any losses, costs, liabilities, and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) Your Content (including any third-party personal information); (b) your inability to use any Service; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Registered Users; (e) disputes with other users of the Services; or (f) your violation of any applicable laws, rules, or regulations. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. This provision does not require you to indemnify any of the Company Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation, or concealment, suppression, or omission of any material fact in connection with any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to the Services.

14. DISCLAIMER OF WARRANTIES AND CONDITIONS.

14.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THAT THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE PLATFORM.

(a) COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION, OR CONDITION THAT: (i) THE SERVICES WILL MEET YOUR REQUIREMENTS; (ii) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (iii) THE RESULTS OR ANY GOODS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE, RELIABLE, OR AUTHENTIC. WE CANNOT GUARANTEE CONTINUOUS OR SECURE ACCESS TO THE PLATFORM, AND OPERATION OF THE PLATFORM MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. COMPANY MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(e) FROM TIME TO TIME, COMPANY MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT COMPANY’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

14.2 No Liability for Conduct of Other Registered Users or Third Parties. YOU ACKNOWLEDGE AND AGREE THAT COMPANY PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD COMPANY PARTIES LIABLE, FOR THE CONDUCT OF OTHER USERS INCLUDING THIRD PARTIES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

(a) Company makes no warranty that the goods provided by third parties or other users will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Company makes no warranty regarding the quality of any such goods, or the accuracy, timeliness, truthfulness, completeness, or reliability of any User content obtained through the Services.

(b) We are not involved in the actual transaction between Shoppers and Sourcers. While we may help facilitate the resolution of disputes through various programs, we have no control over and do not guarantee any transaction which is facilitated through the Services, and we do not guarantee any transaction between a Registered User and a third-party (e.g., a Client or Seller).

(c) We do not transfer legal ownership of Items from any party to another party. California Commercial Code § 2401(2) and Uniform Commercial Code § 2-401(2) apply to the transfer of ownership between the parties, unless the parties agree otherwise. Further, we cannot guarantee continuous or secure access to the Services and operation of the Services may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms, and conditions.

(d) As a part of the Services, you may have access to materials that are hosted by another party. You agree that it is impossible for Company to monitor such materials and that you access these materials at your own risk.

15. LIMITATION OF LIABILITY.

15.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL COMPANY PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT COMPANY HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE THE SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (e) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY'S NEGLIGENCE; OR (ii) ANY INJURY CAUSED BY A COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

15.2 Cap on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) THE TOTAL AMOUNT PAID TO COMPANY BY YOU DURING THE ONE-MONTH PERIOD PRIOR TO THE ACT, OMISSION, OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; OR (b) \$100. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY'S NEGLIGENCE; OR (ii) ANY INJURY CAUSED BY A COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

15.3 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

15.4 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

16. PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY RIGHT INFRINGEMENT. It is Company's policy to terminate, upon prompt notification to Company by the respective intellectual property owner or their legal agent, membership privileges of any user who repeatedly infringes copyright, trademark, or other intellectual property rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes intellectual property rights infringement, please provide our designated intellectual property agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright, trademark, or other intellectual property right; (b) a description of the copyrighted work, trademark, or other intellectual property right that you claim has been infringed; (c) a description of the location on the Service of the material that you claim is infringing; (d) your address, telephone number, and email address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright, trademark, or other intellectual property right owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright, trademark, or other intellectual property right owner or authorized to act on the copyright, trademark, or other intellectual property right owner's behalf. Contact information for Company's designated agent for notice of claims of infringement is as follows: Attn.: Gabriel Waller, CEO; 999 N. Doheny Drive, Los Angeles, CA 90069.

17. TERM AND TERMINATION.

17.1 **Term.** The Agreement commences on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Agreement.

17.2 **Prior Use.** Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used the Services or (b) the date you accepted the Agreement, and that the Agreement will remain in full force and effect while you use any the Services, unless earlier terminated in accordance with the Agreement.

17.3 **No Subsequent Registration.** If your registration(s) with, or ability to access, the Services or any other Company community, is discontinued by Company due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access the Services or any Company community through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those the Services to which your access has been terminated. In the event that you violate the immediately preceding sentence, Company reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

18. **PLATFORM IS US-BASED.** The Services can be accessed from countries around the world and may contain references to products, services, and content that are not available in your country. These references do not imply that Company intends to announce such products, services or content in your country. The Services are controlled and offered by Company from its facilities in the United States of America. Company makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

19. **ARBITRATION AGREEMENT. Please read the following arbitration agreement in this section (“Arbitration Agreement”) carefully. It may significantly affect your legal rights, including your right to file a lawsuit in court.**

19.1 **Applicability of Arbitration Agreement.** Subject to the terms of this Arbitration Agreement, you and Company agree that any dispute, claim, or disagreement arising out of or relating in any way to your access to or use of the Services or the Agreement and prior versions of the Agreement, including claims and disputes that arose between us before the effective date of this Agreement (each a “Dispute”), will be resolved by binding arbitration, rather than in court, except that (i) you and Company may assert claims or seek relief in a small claims court if such claims qualify and remain in small claims court; and (ii) you and Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

19.2 **Waiver of Jury Trial. YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.** You and Company are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the paragraph entitled “Applicability of Arbitration Agreement” above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review. Discovery may be limited in arbitration, and procedures are more streamlined than in court.

19.3 **Class Action Waiver. YOU AND COMPANY AGREE THAT, EXCEPT AS SPECIFIED IN THE PARAGRAPH ENTITLED “BATCH ARBITRATION” BELOW, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE**

THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. To the extent permissible by law, there shall be no right or authority for any dispute to be arbitrated as a representative action or as a private attorney general action, including but not limited to claims brought pursuant to the Private Attorney General Act of 2004, Cal. Lab. Code § 2698, et seq. This means that you may not seek relief on behalf of any other parties in arbitration. Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this paragraph "Class Action Waiver" are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Company agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and shall be pursued in the courts indicated in paragraph 19.11 below. All other Disputes shall be arbitrated or litigated in small claims court. This paragraph does not prevent you or Company from participating in a class-wide settlement of claims.

19.4 **Informal Dispute Resolution.** You and Company agree to try to resolve any Dispute informally before resorting to arbitration. You and Company therefore agree that, before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement ("**Informal Dispute Resolution Conference**"). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference ("**Notice**"), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Company that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to contact@sourcedby.com or regular mail to our offices located at 999 N. Doheny Drive, Los Angeles, CA 90069. Notice to you will be sent to the address or email address associated with your Account or to your publicly available address or email address if you do not have an Account. The Notice must include: (a) your name, telephone number, mailing address, and e-mail address associated with your Account (if you have one); (b) the name, telephone number, mailing address, and e-mail address of your counsel, if any; and (c) a description of your Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

19.5 **Arbitration Procedures.** You and Company agree that this Arbitration Agreement affects interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq., applies. If the Informal Dispute Resolution Process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Company agree that either party shall have the right to resolve finally the Dispute through binding arbitration. The arbitration will be conducted by JAMS. Disputes involving claims, counterclaims, or requests for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other Disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. Any arbitration of a Dispute relating to your access to or use of the Platform, the Apps, or Services, any products sold or distributed through the Platform, or the Apps primarily for personal, family or household purposes shall also be subject to the

allocation of arbitration costs and other requirements of the JAMS' policy regarding Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness available at <https://www.jamsadr.com/consumer-minimum-standards/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any JAMS fees and costs will be solely as set forth in the applicable JAMS Arbitration Rules. If there is a conflict between the JAMS rules and this Arbitration Agreement, this Arbitration Agreement shall control.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration ("**Request**"). The Request must include: (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration and the Account username (if applicable) as well as the email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. To initiate arbitration, you must send the Request to 999 N. Doheny Drive, Los Angeles, CA 90069, Attn.: Legal Department. If we initiate arbitration, we will send the Request to the address or email address associated with your Account or to your publicly available address or email address if you do not have an Account with us. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Unless you and Company otherwise agree, or the Batch Arbitration process discussed below is triggered, the arbitration will be conducted in the county where you reside.

19.6 Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Company agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Company by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period, JAMS shall (a) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are fewer than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (b) appoint one arbitrator for each batch; and (c) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**"). All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise JAMS, and JAMS shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Company. You and Company agree to cooperate in good faith with JAMS to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (y) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (z) the adoption of an expedited calendar of the arbitration proceedings.

19.7 Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (a) all Disputes arising

out of or relating to the paragraph entitled “Class Action Waiver”, including any claim that that same paragraph is unenforceable, illegal, void, or voidable, or that it has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (b) except as expressly contemplated in the paragraph entitled “Batch Arbitration”, all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (c) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (d) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

19.8 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to us at contact@sourcedby.com or 999 N. Doheny Drive, Los Angeles, CA 90069 within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us. If the Dispute is not covered by any arbitration agreement between you and us, it shall proceed before the courts indicated in paragraph 19.11 below.

19.9 Invalidity, Expiration. Except as provided in the paragraph entitled “Class Action Waiver”, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Company as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

19.10 Modification. Notwithstanding any provision in these Terms of Service to the contrary, we agree that if Company makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Company at 999 N. Doheny Drive, Los Angeles, CA 90069, your continued use of the Platform, the Apps, and/or Services, including the acceptance of products and services offered on the Platform or Apps following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms of Service and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services or of the Platform or the Apps, or these Terms of Service, the provisions of this Arbitration Agreement as of the date you first accepted the Terms of Service (or accepted any subsequent changes to these Terms of Service) remain in full force and effect. Company will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms.

19.11 Venue. To the extent that the Dispute is not covered by any arbitration agreement between you and us, it shall proceed before the state or federal courts located in Delaware (except for small claims court actions which may be brought in the county where you reside).

20. THIRD-PARTY SERVICES.

20.1 **Third-Party Websites, Applications, and Ads.** The Services may contain links to third-party websites (“**Third-Party Websites**”), applications (“**Third-Party Applications**”), and advertisements for third parties (“**Third-Party Ads**”). When you click on a link to a Third-Party Website, Third-Party Application, or Third-Party Ad, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications, and Third-Party Ads are not under the control of Company. Company is not responsible for any Third-Party Websites, Third-Party Applications, or Third-Party Ads. Company provides these Third-Party Websites, Third-Party Applications, or Third-Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Applications, or Third-Party Ads, or any product or service provided in connection therewith. You use all links in Third-Party Websites, Third-Party Applications, or Third-Party Ads at your own risk. When you leave our Website, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, Third-Party Applications, or Third-Party Ads, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

20.2 **Third-Party Application Access.** With respect to any Application accessed through or downloaded from the Apple App Store (“**App Store Sourced Application**”), you shall only use the App Store Sourced Application (a) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (b) as permitted by the “Usage Rules” set forth in the Apple Media Terms of Service, except that such App Store Sourced Application may be accessed, acquired, and used by other accounts associated with the purchaser via Apple’s Family Sharing function, volume purchasing, or Legacy Contacts function. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from the Google Play store (a “**Google Play Sourced Application**”), you may have additional license rights with respect to use of the Application on a shared basis within your designated family group.

20.3 **Accessing and Downloading the Application from the Apple App Store.** The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

(a) You acknowledge and agree that (i) this Agreement is concluded between you and Company only, and not Apple, and (ii) Company, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Company and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Company.

(d) You and Company acknowledge that, as between Company and Apple, Apple is not responsible for addressing any claims you have or of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(e) You and Company acknowledge that, in the event of any third-party claim that the App Store

Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Company and Apple, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

(f) You and Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(g) Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

21. GENERAL PROVISIONS.

21.1 Electronic Communications. The communications between you and Company may take place via electronic means, whether you visit the Services or send Company e-mails, or whether Company posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("**E-Sign**").

21.2 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may, without your consent, freely assign and transfer this Agreement, including any of its rights, obligations, or licenses granted under this Agreement.

21.3 Force Majeure. Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

21.4 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Services, please contact us at: contact@sourcedby.com or 999 N. Doheny Drive, Los Angeles, CA 90069. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

21.5 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Company agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Delaware.

21.6 Governing Law. THE TERMS AND ANY ACTION ARISING OUT OF, IN CONNECTION WITH, OR RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

21.7 Choice of Language. It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.

21.8 Notice. Where Company requires that you provide an e-mail address, you are responsible for

providing Company with your most current e-mail address. In the event that the last e-mail address you provided to Company is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Company at the following address: contact@sourcedby.com or 999 N. Doheny Drive, Los Angeles, CA 90069. Such notice shall be deemed given when received by Company by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.

21.9 **Waiver.** Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

21.10 **Severability.** If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

21.11 **Export Control.** You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (y) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (z) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Company are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Company products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

21.12 **Agreement Updates.** When changes are made, Company will make a new copy of this Terms of Service and/or Supplemental Terms, as applicable, available on the Services, and we will also update the "Last Updated" date at the top of this Agreement. If we make any material changes and you have registered an Account with us, we will also send an email with an updated copy of this Agreement to you at the email address associated with your Account. Unless otherwise stated in such update, any changes to this Agreement will be effective immediately for users without an Account and thirty (30) days after posting for users with an Account. Company may require, you to provide consent to the updated Agreement in a specified manner before further use of the Service is permitted. IF YOU DO NOT AGREE TO ANY CHANGE(S) AFTER RECEIVING A NOTICE OF SUCH CHANGE(S), YOU SHALL STOP USING THE SERVICE.

21.13 **Consumer Complaints.** In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

21.14 **Entire Agreement.** The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.