

## IPACITY PLATFORM TERMS OF USE

Last updated: April 03, 2023

These Ipsity Platform Terms of Use (“Terms”) are entered into by and between you (“you” and “your”) and Ipsity, Inc. (together “Ipsity,” “we,” “our,” or “us”) and govern your use of the Platform (as defined below).

READ THESE TERMS CAREFULLY AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS AND REMEDIES IN CONNECTION WITH YOUR USE OF THE PLATFORM, INCLUDING A CLASS ACTION WAIVER UNDER SECTION 10 BELOW AND AN AGREEMENT TO ARBITRATE FOR ANY DISPUTE RESOLUTION UNDER SECTION 9 BELOW.

### 1. Acceptance

BY CLICKING THE “I ACCEPT” BUTTON OR ANY SIMILAR ATTESTATION WHEN SUCH OPTION IS MADE AVAILABLE TO YOU OR BY OTHERWISE USING THE PLATFORM, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS EFFECTIVE AS OF THE DATE OF SUCH ACTION. YOU EXPRESSLY ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CAREFULLY REVIEWED THESE TERMS AND FULLY UNDERSTAND THE RISKS, COSTS AND BENEFITS RELATED TO TRANSACTIONS MADE USING THE PLATFORM. IF YOU DO NOT AGREE WITH THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE PLATFORM.

### 2. Changes to these Terms

We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. All changes are effective immediately when we post them. No changes will apply retroactively as to any claims existing prior to the “last updated” date. It is your responsibility to regularly check these Terms to stay informed of updates, as they are binding. We will indicate that these Terms have been updated by updating the “last updated” date at the top of these Terms. Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes.

### 3. Platform and Terms

#### a. Platform

Ipsity provides a platform-as-a-service (the “Platform”) to its business customers (“Community Hosts”) through which Community Hosts may create and offer to users like you a unique digital engagement web presence (each a “Community”). You may create an Account (as defined below) to become a member of any applicable Community (upon creating such Account you will become a “Member” of such Community). As a Member of a respective Community, you may have access to one or more of: (i) branded goods and products offered for sale by the Community Host (“Merchandise”), (ii) digital assets offered by the Community Host (“Digital Assets”), and (iii) engagement incentives and other unlockable achievements (which may, in some cases, be embodied through Digital Assets) for the respective Member (“Incentives”).

#### b. Access and Use

You are hereby granted limited, revocable, non-exclusive, nontransferable, non-assignable, non-sublicensable access to and use of the Platform solely in accordance with these Terms. Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to impose limitations on, suspend, and/or terminate your right to access or use the Platform, in whole or in part, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you shall not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

Access to, purchase of, or engagement with Merchandise, Digital Assets, or Incentives may, in each case, be subject to additional terms and conditions presented to you through the Platform in connection therewith, in which case

such additional terms and conditions shall be deemed a part of and incorporated into these Terms for all purposes except to the extent of any additional terms and conditions directly between you and Community Hosts as applicable.

c. Use Restrictions

As an express condition of your use of the Platform, you represent and warrant to us that you shall not use the Platform for any unlawful purpose or purpose prohibited by these Terms. Without limiting the foregoing, you agree not to use the Platform for any of the following purposes:

- (i) Distribute, publicly perform, or publicly display any part of the Platform;
- (ii) Violate any law, regulation, or governmental policy in any applicable jurisdiction, including, without limitation, pay for, support, or otherwise engage in any illegal activities such as prohibited trade, fraud, money laundering, or terrorist activities;
- (iii) Share, lease, rent, use, or otherwise provide access to the Platform to or on behalf of any third party;
- (iv) Use the Platform in connection with the performance of any service performed for any third party;
- (v) Infringe upon, misappropriate, or violate intellectual property rights or any other rights of any person or entity (including, without limitation, Ipsity or any Community Host);
- (vi) Behave in a harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable manner;
- (vii) Violate the security of any computer network, or crack any password or security encryption code;
- (viii) Impersonate or attempt to impersonate another individual or entity, including, without limitation, any Ipsity or Community Host employee or agent, or another Platform user;
- (ix) Violate, in any way, the rights of others or engage in behavior or activity that is threatening, harmful, discriminatory, or fraudulent;
- (x) Access, copy or store any of the Platform or Platform Material (as defined below) or any portion of our or our Community Hosts' content;
- (xi) Decompile, reverse engineer, or otherwise attempt to obtain source code or underlying ideas or information of or in connection with the Platform;
- (xii) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform or any server, computer, or database connected to the Platform;
- (xiii) Circumvent, remove, alter, deactivate, degrade, or thwart any technological measure or content protections of the Platform, Platform Materials, or any Digital Asset;
- (xiv) Attack our or our Community Hosts' information technology systems (or those providing information technology systems on our or our Community Hosts' behalf) via a denial-of-service attack or distributed denial-of-service attack or otherwise;
- (xv) Use any device, software, bot, or routine that interferes with the proper working of the Platform, Platform Materials, or any Digital Asset;
- (xvi) Damage, overburden, disable, or impair our ability to provide the Platform to our Community Hosts or any users; or

- (xvii) Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful to Ipsity, our Community Hosts, the Platform, or any users of the Platform.

We may, in our sole discretion, take any necessary or desirable actions and/or exercise any of our rights and remedies any time and for any reason without notice in the event you breach these Terms. Any violation of any of the above representations and warranties, including, without limitation, use of the Platform in breach of these Terms, may subject you to civil liability, criminal prosecution, and termination of your rights to use the Platform.

d. Account

To use certain features of the Platform, including when becoming a Member of a Community, you will be asked to provide certain registration details or other information to create an account as applicable (“Account”). If you are a Member of multiple Communities, you will have an Account for each Community. It is a condition of your use of the Platform that all the Account information you provide to us through the Platform is correct, current, and complete. It is your responsibility to update any Account information when it becomes out-of-date. Any personal data processed by us with respect to your Account will be done so in accordance with our Privacy Policy (as defined below). You also acknowledge that your Account is personal to you and agree not to provide any other person with access the Platform or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.

e. User Submitted Content

As a user of the Platform, whether as a Community Member or otherwise, you may be able to submit certain content to the Platform (“Submitted Content”). You agree that you have and will maintain, for yourself and on behalf of your licensors, all necessary rights, consents, and permissions to provide Submitted Content to the Platform and that the Submitted Content does not and will not violate any applicable laws or regulations, including by infringing upon or violating intellectual property rights, publicity rights, privacy rights or any other rights of anyone else, including Ipsity or any Community Host, or violate any Platform content standards that Ipsity may establish from time to time. You hereby grant to Ipsity and Community Hosts a non-exclusive license to use, reproduce, distribute, display, and modify the Submitted Content as necessary to provide the Platform to you and applicable Community Hosts.

f. Data Sharing with Community Hosts

To provide aspects of the Platform on behalf of Community Hosts, we must share certain information about you with the applicable Community Host. Please refer to our Privacy Policy to better understand what may be shared with Community Hosts. We do not have control over how Community Hosts may use data we share with them. Please refer to the specific privacy policy of the respective Community Host to understand how such Community Host uses your information and your rights with respect to such information.

g. Privacy Policy

Our privacy policy found at [lpunderground.com/ipsity-privacy-policy](http://lpunderground.com/ipsity-privacy-policy) (“Privacy Policy”) describes the ways we collect, use, store, and share your personal information collected through the use of the Platform.

h. Third Party Services and Links

Certain functionality of the Platform may incorporate, use, or otherwise depend on services offered by third parties for certain functionalities, as well as provide links to or otherwise incorporate websites, content, resources, or goods/services offerings provided by third parties including but not limited to Community Hosts (collectively, “Third-Party Services”). If any event were to disrupt any functionality dependent on a Third-Party Service, the Platform may similarly experience a disruption, and we shall not be responsible or liable for any such disruption.

Links to Third-Party Services are provided for your convenience only. We have no control over the contents of Third-Party Services, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access or use any of the Third-Party Services you do so subject to the terms and conditions of the applicable Third-Party Services provider. IPSITY SHALL NOT HAVE AND HEREBY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY IN CONNECTION WITH (AND YOU ACKNOWLEDGE AND ASSUME SOLE RESPONSIBILITY FOR AND ALL RISK ARISING FROM), YOUR ENGAGEMENT WITH, DECISION TO PURCHASE, OR USE OF ANY THIRD-PARTY SERVICES, OR THE GOODS, CONTENT, PRODUCTS, ITEMS, SERVICES, OFFERINGS OR ASSETS AVAILABLE ON OR THROUGH SUCH THIRD-PARTY SERVICES.

#### 4. Intellectual Property Ownership

##### a. Ownership of the Platform and Platform Materials

You acknowledge and agree that we (or, as applicable, our Community Hosts) own all right, title, and interest in and to all elements of the Platform, including, without limitation, all graphics, design, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, Merchandise, Digital Assets, Incentives and all other elements of the Platform, including any artwork that is created by Ipsity, its licensors or Community Hosts (collectively, the “Platform Materials”). The Platform and Platform Materials are protected by copyright, trade dress, trademark, patent laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. Your use of the Platform or any purchase of any Merchandise or Digital Assets by you, or your redemption of any Incentives, does not grant you ownership of any other rights with respect to the Platform Materials or the Platform, whether expressly, by implication, estoppel, reliance or otherwise, all of which are specifically excluded and disclaimed.

##### b. Trademarks

The Platform may include names, logos, product and service names, designs and slogans that are trademarks owned by Ipsity or Community Hosts (or their respective licensors). You must not use such marks without the prior written permission of the owner of such trademarks.

##### c. Feedback

If you transmit any communication or material to us suggesting or recommending changes to the Platform, including, without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, whether by mail, email, telephone, or otherwise through the Platform (together with all intellectual property rights therein, “Feedback”), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential, except as provided by applicable law. You hereby assign to us on your behalf, all right, title, and interest in, and agree that we are free to (but not required to) use, without any attribution or compensation to you or any third party, for any purpose whatsoever, all Feedback. To the extent any personal data is included in connection with Feedback you provide, such personal data will be processed in accordance with our Privacy Policy.

#### 5. Sales/Fees

##### a. Terms of Sale

All Merchandise, Digital Assets, and Incentives made available on or through a Community are offered by or on behalf of the applicable Community Host, and all purchases thereof shall be subject to applicable terms of sale or other terms and conditions as established and presented to you by such Community Host. Ipsity does not control Community Hosts’ terms of sale or other terms and conditions and relies on information from the applicable Community Host to execute the delivery of certain Digital Assets and Incentives when offered by the Community Host through a Community. Ipsity has no involvement in, responsibility for, or liability to you for any subscription enrollments/cancellations, billing matters, shipping and delivery matters, warranty matters, disputes, or consumer

support, in each case, in connection with any Merchandise, Digital Assets or Incentives made available on or through a Community, all of which are the sole responsibility of the applicable Community Host.

In the event any product or service is offered by Ipsity for purchase through the Platform, all related purchases shall be subject to applicable sales terms and conditions presented by Ipsity in connection therewith and shall, unless otherwise specified, be final and nonrefundable except as required by applicable law.

## 6. Disclaimers

### a. Disclaimer of Warranties

YOUR ACCESS TO AND USE OF THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM AND ALL DIGITAL ASSETS, INCENTIVES AND MERCHANDISE ARE PROVIDED “AS IS” AND WITHOUT ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IPSITY, ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, ITS COMMUNITY HOSTS, AND ITS LICENSORS (“IPSITY PARTIES”) DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION (i) THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT, (ii) THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, (iii) THAT THE ACCESS TO OR USE OF THE PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR WILL BE COMPATIBLE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (iv) THAT THE PLATFORM WILL BE FREE OF HARMFUL COMPONENTS; AND (v) IN RELATION TO THE CONTENT OF ANY THIRD-PARTY SERVICES LINKED TO OR INTEGRATED WITH THE PLATFORM.

### b. Downtime Disclaimer

Ipsity uses commercially reasonable efforts to provide access to the Platform in a reliable and secure manner. From time to time, interruptions, errors, delays, or other deficiencies in providing access to the Platform or a Third-Party Service may occur due to a variety of factors, some of which are outside of Ipsity’s control, and some which may require or result in scheduled maintenance or unscheduled downtime of the Platform or a Third-Party Service (collectively, “Downtime”). Part or all of the Platform may be unavailable during any such period of Downtime. Ipsity shall not be liable or responsible to you for any inconvenience, losses, or any other damages as a result of Downtime, including your inability to interact with a Digital Asset. You hereby waive any claim against Ipsity arising out of or in connection with Downtime.

## 7. Limitation of Liability

TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOU AGREE AS FOLLOWS:

(a) IN NO EVENT WILL IPSITY PARTIES BE LIABLE FOR (i) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER, OR (ii) ANY DAMAGES FOR LOSS OF ANY DIGITAL ASSETS, DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESSES OR FINANCIAL BENEFITS, IN ANY CASE WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR CONNECTED WITH ACCESS OR USE OF THE PLATFORM, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: (i) ANY UNAUTHORIZED USE OF THE PLATFORM; (ii) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT ARE FOUND IN THE PLATFORM (REGARDLESS OF THE SOURCE OF ORIGINATION); (iii) ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; OR (iv) THEFT, TAMPERING, OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO, DIGITAL ASSETS, OR DATA OR CONTENT OF ANY KIND; AND

(b) IN NO EVENT SHALL OUR LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ALL DIRECT DAMAGES OR LIABILITIES EXCEED IN THE AGGREGATE THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (USD \$100.00) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IF YOU ARE LOCATED IN SUCH A JURISDICTION.

#### 8. Indemnity

You agree to defend, indemnify, and hold harmless the Ipsity Parties from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature relating to third party claims arising out of (a) any actual or alleged breach of these Terms by you or anyone using an Account of yours, or (b) Submitted Content. If we assume the defense of such a matter, you shall reasonably cooperate with us in such defense.

#### 9. Governing Law and Dispute Resolution

The Terms shall be governed by and interpreted in accordance with the laws of Delaware without regard to conflict of law principles. All disputes, claims and actions, at law or in equity, in connection with the Terms or the breach, termination, enforcement, interpretation or validity thereof, use of the Platform or in connection with any Digital Assets, Incentives, or Merchandise (collectively, "Disputes") shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules ("AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in Wilmington, Delaware before a single neutral arbitrator appointed in accordance with the AAA Rules and shall be conducted in the English language. All arbitrations shall be conducted and resolved on an individual basis and not a class-wide, multiple plaintiff or similar basis. No arbitration shall be consolidated with any other arbitration proceeding involving any other person or entity.

You have the right to opt-out and not be bound by these arbitration and waiver of class action provisions by sending written notice of your decision to opt-out to support@ipsity.xyz within thirty (30) days of your earliest use or access of the Platform.

Subject to the above arbitration provisions, you and Ipsity agree that all Disputes shall be settled in the federal or state courts located in Wilmington, Delaware, and each of us agrees that such courts shall have exclusive jurisdiction and venue for any such actions. Notwithstanding anything to the contrary, Ipsity and where applicable Community Hosts, also may seek injunctive or other equitable relief for breach of these Terms in any court of competent jurisdiction wherever located. You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. The prevailing party in any suit, action or proceeding, including any arbitration proceeding, will be entitled to recover its reasonable legal fees and costs and expenses from the other party.

#### 10. Class Action Waiver

EXCEPT WHERE PROHIBITED UNDER APPLICABLE LAWS, ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THE ARBITRATION AGREEMENT IN SECTION 9 ABOVE MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A COLLECTIVE CLASS BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE.

#### 11. Notice

Notices from one party to any other party must be in the English language and must be reasonably detailed. Notices shall be effective on the date on which the notice is delivered to the notified party's authorized email

address or as published by Ipsity as described herein. Until you receive notice of a different email address from us, Ipsity's authorized email address for all purposes of these Terms shall be the following: support@ipsity.xyz.

## 12. Miscellaneous

### a. No Waiver of Rights

The failure by us to enforce any right or provision of these Terms shall not prevent any party from enforcing such right or provision in the future. No waiver by a party of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by such party. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

### b. Severability

If any provision of these Terms is found to be unlawful or unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the enforceability of any other provisions.

### c. Assignment

We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law. You shall not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves either party of any of its obligations under these Terms.

### d. Entire Agreement

These Terms constitute the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

### e. Interpretation

The headings of the sections and subsections contained in these Terms are included for reference purposes only, solely for the convenience of the parties, and shall not in any way be deemed to affect the meaning, interpretation or applicability of these Terms or provision hereof. When the context requires, the plural shall include the singular and the singular the plural; and any gender shall include any other gender. All references to "including" or "includes" or any variation thereof shall be deemed to include the terms "without limitation". The words "hereunder," "hereof," "hereto" and words of similar import shall be deemed references to these Terms as a whole. To the extent not prohibited by applicable law, these Terms shall not be construed against the party who drafted these Terms.