

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, BINDING ARBITRATION ON AN INDIVIDUAL BASIS, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS. THE ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 18 AFFECTS HOW DISPUTES WITH SPHERE ARE RESOLVED. BY ACCEPTING THESE TERMS OF USE, YOU AGREE TO BE BOUND BY THIS ARBITRATION PROVISION. PLEASE READ IT CAREFULLY. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS IN SECTION 18.

1. Acceptance of Terms

Welcome to the Sphere website. Sphere, Inc., (“**Sphere**”) owns and operates www.sphereinfluencer.com and other mobile or affiliated website or applications that refer to these Terms of Use (collectively, the “**Site**”). Sphere operates the Site to provide information and certain services to visitors (the “**Services**”).

By using the Site or any Services available through the Site, you agree to comply with and be legally bound by the terms, conditions, and restrictions of these Terms of Use (“**Terms**”). Please read carefully these Terms and our Privacy Policy, which may be found at www.Sphereinfluencer.com/privacy and which are incorporated by reference into these Terms. These Terms, together with our Privacy Policy, govern your access to and use of the Site and Services, and constitute a binding legal agreement between you and Sphere. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site or Services.

Individuals who use the Site are referred to as “**Users**”, “**you**” and “**your**”. If you access the Site or accept these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that legal entity and, in such event, “**you**” and “**your**” will refer to that legal entity. “**We**”, “**us**”, or “**our**” refer to Sphere. In addition, in these Terms, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice-versa.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS.

2. Modification

Sphere reserves the right, at its sole discretion, to modify or discontinue, temporarily or permanently, the Site, Services or to modify these Terms at any time and without prior notice. If we modify these Terms, we will post the modification on the Site. We will also update the “Last Updated Date” at the top of these Terms. Modifications to these Terms

will automatically take effect upon posting. By continuing to access or use the Site after we have posted a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease accessing or using the Site.

3. Eligibility

The Site is intended solely for persons who are (i) 18 or older, or (ii) 13 and older if either (a) an emancipated minor, or (b) he/she possess legal parental or guardian consent. By accessing or using the Site you represent and warrant that you are not legally prohibited from accessing the Site or using the Services under the laws of the country in which you access or use the Site.

4. About the Site

The Site allows a User to access information and the Services and provides opportunities for a User to request information, apply for an account, sign up for notifications or a newsletter, apply to a position, or engage with Sphere through provided communication options. You agree to provide accurate, current and complete information in all communications with Sphere and in all other use of the Site or Services.

THE SITE AND SERVICES ARE INTENDED TO BE USED TO FACILITATE MARKETORS AND INFLUENCERS TO CONNECT AND ENTER INTO AGREEMENTS DIRECTLY WITH EACH OTHER. SPHERE CANNOT AND DOES NOT CONTROL THE CONTENT POSTED BY USERS AND IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL SUCH USER CONTENT, INCLUDING COMPLIANCE WITH APPLICABLE LAWS, RULES, AND GUIDES (SUCH AS FTC GUIDES CONCERNING SPONSORED ENDORSEMENTS).

5. User Affirmations, Conduct and Use

By using the Site, you represent, warrant and agree to the following:

- You are at least 18 years of age.
- You are solely responsible for compliance with any and all laws, rules, regulations, or obligations that may apply to your use of the Site.
- Nothing that you upload, publish, represent, warrant or transmit using the Site, will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- You will not use manual or automated software, devices, scripts, redirects, robots, other means or processes to access, "scrape", "crawl" or "spider" any web pages or other services contained in the Services.
- You will not use the Site for any commercial or other purposes that are not expressly permitted by these Terms.

- You will not copy, store or otherwise access any information contained on the Site for purposes not expressly permitted by these Terms.
- You will not interfere with or damage the Site, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- You will not impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity.
- You will not systematically retrieve data or other content from our Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise.
- You will not access, tamper with, or use non-public areas of the Site, Sphere's computer systems, or any third-party provider system.
- You will not attempt to probe, scan, or test the vulnerability of any Sphere system or network or breach any security or authentication measures.
- You will not avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Sphere or any of Sphere's providers or any other third party (including other Users) to protect the Site.
- You will not advocate, encourage, or assist any third party in doing any of the foregoing.

Sphere will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Sphere may involve and cooperate with law enforcement authorities in prosecuting Users who violate these Terms.

You acknowledge that Sphere has no obligation to monitor your access to or use of the Site, but has the right to do so for the purpose of operating the Site, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or another governmental body.

6. Ownership

The Site is protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Site and Services, including all associated intellectual property rights, are the exclusive property of Sphere and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site or Services.

7. Links

The Site may contain links to third-party websites or resources. You acknowledge and agree that Sphere is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Sphere. You acknowledge sole responsibility for and assume all risk

arising from your use of any such websites or resources or the content, products or services on or available from such websites or resources.

8. Advertisements

Sphere may include advertisements on its own behalf or paid advertisements on behalf of interested companies and/or individuals on the Site. By clicking on the advertisements, you may be shifted to a website of the advertiser or receive other messages, information, or offers from the advertiser. You acknowledge and agree that Sphere is not liable for the privacy practices of advertisers or the content of their websites, information, messages or offers. Users are wholly liable for all communications with advertisers and for all transactions subsequently executed.

9. Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of Sphere used herein are trademarks or registered trademarks of Sphere. Any other trademarks, service marks, logos, trade names, and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

10. Termination

We may, in our discretion and without liability to you, with or without cause, with or without prior notice, and at any time terminate these Terms or your access to our Site.

11. Disclaimers

IF YOU CHOOSE TO USE THE SITE OR SERVICE, YOU DO SO AT YOUR SOLE RISK. THE SITE AND SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, SPHERE EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. SPHERE MAKES NO WARRANTY THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. SPHERE MAKES NO WARRANTY REGARDING THE QUALITY OF THE SITE OR SERVICES.

12. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE OR SERVICES REMAINS WITH YOU. NEITHER SPHERE NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SITE OR ANY SERVICES WILL BE LIABLE FOR ANY DIRECT, INCIDENTAL,

SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SPHERE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13. Indemnification

You agree to release, defend, indemnify, and hold Sphere and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal fees, arising out of or in any way connected with (a) your access to or use of the Site, or your violation of these Terms; (b) your reliance on the Site; (c) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (d) any claim that your use of the Site caused damage to a third party. Sphere shall have the right to control all defense and settlement activities.

14. Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Sphere's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Sphere may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

15. Notices

Unless otherwise specified herein, any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Sphere by posting to the website or via electronic mail. For notices or communications by Sphere made by e-mail, if any, the date of receipt will be deemed the date on which such notice is transmitted.

16. Controlling Law and Jurisdiction

You agree that (i) the Site shall be deemed solely based in California, and (ii) the Site shall be deemed a passive website that does not give rise to personal jurisdiction over Sphere, either specific or general, in jurisdictions other than California. These Terms shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. You and we agree to submit to the personal

jurisdiction of a state court located in Sacramento, California for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution Provision below.

YOU AND SPHERE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE, SERVICES OR CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED AND WAIVED.

17. Severability

These Terms are intended to govern the agreement between Sphere and you to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any provision of these Terms or the application thereof to any person or circumstances shall, for any reason or to any extent, be invalid or unenforceable, the remainder of these Terms and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

18. Dispute Resolution Provision

You and Sphere agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Site (collectively, "Disputes") will be settled by binding arbitration; except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

You acknowledge and agree that you and Sphere are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Sphere otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/ or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org/ and a separate form for California residents at www.adr.org/. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure. Unless you and Sphere otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Sphere submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$20,000, Sphere will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

No Class Action. YOU AND SPHERE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Changes. Notwithstanding the provisions of the "Modification" section above, if Sphere amends this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms) you will be notified in

accordance with these Terms. You may reject any such change by sending us written notice (including by email to support@Sphereinfluencer.com,) within 30 days of the date such change became effective, as indicated in the “Last Updated Date” above or in the date of Sphere’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Sphere in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

Enforceability. If the “No Class Action” section of this Dispute Resolution Provision is found to be unenforceable, or if the entire Dispute Resolution Provision is found to be unenforceable, then the entirety of the Dispute Resolution Provision will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described above will govern any action arising out of or related to these Terms.

Right to Opt-Out of Arbitration and Class Action/Jury Trial Waiver: You may opt-out of this arbitration and class action/jury trial waiver provision by notifying us in writing within 30 days of the date you first registered for the Services. To opt-out, you must send a written notification to Sphere, Inc., that includes (a) your account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a clear statement indicating that you do not wish to resolve claims through arbitration and demonstrating compliance with the 30-day time limit to opt-out of the above arbitration and class action/jury trial waiver provisions. Alternatively or in addition, you may send this written notification to support@Sphereinfluencer.com.

19. International Users

Sphere makes no claim that the Site is appropriate or may be downloaded outside of the United States. If you access the Site from a location outside the United States, you do so at your own risk and are responsible for compliance with all applicable laws, rules, regulations or decrees of your jurisdiction.

20. Feedback and Reporting Misconduct

We welcome and encourage you to provide feedback, comments and suggestions (collectively “Feedback”) for improvements to the Site. You may submit feedback by emailing us at support@Sphereinfluencer.com. You acknowledge and agree that all Feedback will be the sole and exclusive property of Sphere and you hereby irrevocably assign to Sphere and agree to irrevocably assign to Sphere all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At Sphere’s request and expense, you will execute documents and take such further acts as Sphere may reasonably request to assist Sphere to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

21. Digital Millennium Copyright Act

If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C. § 512(c)(3) for further detail):

✂ A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single website location are covered by a single notification, a representative list of such works at that website;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Sphere’s designated Copyright Agent to receive notifications of claimed infringement is Sphere, Inc., email: support@Sphereinfluencer.com, address: 1990 3rd Street, Suite 800, Sacramento, CA 95811. You acknowledge that if you fail to comply with all of these requirements, your DMCA notice may not be valid.

Counter-Notice. If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use the material in your User Submission, you may send a counter-notice containing the following information to the Copyright Agent:

✂Your physical or electronic signature;

✂Identification of the User Submission that has been removed or to which access has been disabled and the location at which the User Submission appeared before it was removed or disabled;

✂A statement that you have a good faith belief that the User Submission was removed or disabled as a result of mistake or a misidentification of the User Submission; and

¥Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

22. General

The failure of Sphere to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Sphere. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

23. Notice to California Residents.

If you are a California resident, under California Civil Code § 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Site or to receive further information regarding use of the Site.

24. Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Sphere and you regarding the Site and supersede and replace any and all prior oral or written understandings or agreements between Sphere and you regarding the same.

Disclaimer: The original, legally binding version of this document is written in English. If it is translated into other languages by non-native English-speakers or by software, there may be discrepancies between the English version and the translated version. If so, the English version supersedes the translated version.

© 2019 Sphere, Inc. All rights reserved.