

## Terms of Use

Please read these Terms of Use (“Terms”) carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Celevideos Platform, you agree to comply with and be bound by these Terms.

**Last Updated: September 5, 2020**

### Thank you for using Celevideos!

This User Terms of Service Agreement (“Terms of Use”, or “Terms”) is a binding legal contract between Fan Candy, LLC, doing business as CELEVIDEOS (hereinafter “we”, “us”, or “CELEVIDEOS”), and you, and governs your use of the CELEVIDEOS™ Services platforms, including our website (Celevideos.com), mobile application, and any of our related services, content or applications, (the website, the mobile application and these services, content and applications, are together referred to herein as “CELEVIDEOS™ Services”). “You” and “User” refer to you as a user of the CELEVIDEOS™ Services platforms.

These Terms of Use apply to users of, including visitors to, our CELEVIDEOS™ Services. Use of our CELEVIDEOS™ Services is also subject to our current [User Acceptable Use Policy](#). Your use of our CELEVIDEOS™ Services platforms as a Talent User (defined below) is governed by the Section titled “Talent Terms of Use” included in these Terms. (“Talent Terms”). By using our CELEVIDEOS™ Services platforms or otherwise indicating your acceptance (e.g., by agreeing when creating or logging into your account, clicking “I Agree,” etc.), you represent and warrant that you have read, understand, and agree to be bound by these Terms. If you do not agree, do not access or use our CELEVIDEOS™ Services platforms.

### 1. Basic Terms

As a condition of using certain features of the CELEVIDEOS™ Services, you are required to register through the website or mobile application. Registration on the CELEVIDEOS™ Services requires creation of an account whereby, you agree to provide true, accurate, current, and complete information, and a selection of a username (“User I.D.”) and password (collectively, “Registration Data”), and maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you do not do so or we reasonably believe that you have not done so, we have the right to suspend or terminate your CELEVIDEOS™ Services account and your use of our CELEVIDEOS™ Services. You agree not to create an account using a false identity or providing false information, on behalf of another person (except as outlined below for a parent or legal guardian) or if you (and your parent or legal guardian) have previously been removed or banned from our CELEVIDEOS™ Services platforms. You are responsible for maintaining the confidentiality of your account information, including your User I.D. and password, and you will notify us of any known or suspected unauthorized use of your account or User I.D., or any known or suspected breach of security, including loss, theft or unauthorized disclosure of your password or credit card information. You are responsible for all activities that occur on or in connection with your account and you agree to notify us immediately of any unauthorized access or use of your account. You acknowledge and agree that we are not responsible or liable for any damages, losses, costs, expenses, or liabilities related to any unauthorized access to or use of your account.

### 2. CELEVIDEOS Videos

2.1. Through our CELEVIDEOS™ Services platforms, you may obtain personalized videos (“CELEVIDEOS Videos”) from celebrities, including athletes, actors, performers, artists, influencers, and others (each, a “Talent User”). You may submit a request to a Talent User for a CELEVIDEOS Video that is personalized for you or a third party that you identify as a recipient (“Recipient”).

2.2. You acknowledge and agree that the Talent User has sole discretion to determine how to fulfill your request

and the content of the CELEVIDEOS Video created, and may not follow your request exactly. We reserve the right to reject any request in our sole discretion. The Talent User has up to seven (7) days (at our sole discretion) to fulfill or ip

- 2.3. line your request. Once your request is fulfilled, your payment method will be charged the amount specified on the Talent User's booking page on our Site at the time you submitted the request (said amount will be placed on hold and reimbursed if the Talent User does not fulfill your request).
  - 2.4. CELEVIDEOS Videos are licensed, not sold. You are buying the right (or license) to use it, not the actual CELEVIDEOS Video itself.
  - 2.5. Subject to your payment in full, the Talent User hereby grants to you the following limited rights to use the CELEVIDEOS Video (other than a Promo CELEVIDEOS Video) solely for your own personal, non-commercial, and non-promotional purposes, subject to these Terms: a non-exclusive, royalty-free, fully paid, worldwide, sublicensable (limited only for uploading and sharing the CELEVIDEOS Video on other sites), revocable license to use, reproduce, distribute, and publicly display that CELEVIDEOS Video, in any and all media (e.g., on social media platforms), whether now known or hereafter invented or devised.
  - 2.6. You may not sell, re-sell, or encumber your rights in any CELEVIDEOS Video. You may sublicense your rights in a CELEVIDEOS Video only to the extent necessary for you to use the CELEVIDEOS Video as permitted under these Terms (e.g., sharing it (if it is not a Promo CELEVIDEOS Video) with friends on a social media platform or sending it to a Recipient for personal, non-commercial, and non-promotional purposes as set forth above).
  - 2.7. The CELEVIDEOS™ Services platforms may not be used as a media storage service. We cannot guarantee the availability of media storage, or of the quality or resolution of any media saved on the CELEVIDEOS™ Services platforms. Additionally, we may reduce the size or resolution of any content you submit or receive on the CELEVIDEOS™ Services platforms in order to make them compatible with our systems and processes.
  - 2.8. You may use a CELEVIDEOS Video only in accordance with these Terms, which includes our [User Acceptable Use Policy](#). We may terminate all or part of the foregoing licenses at any time for any reason. We reserve the right to remove a CELEVIDEOS Video from our CELEVIDEOS™ Services platforms at any time for any reason without any notice to you.
- 3. Promo CELEVIDEOS Videos**
- 3.1. Some Talent Users in the United States, including Puerto Rico, may offer CELEVIDEOS Videos for the promotion of a Recipient that is a single U.S. commercial entity, brand, or business ("Business") through our CELEVIDEOS™ Services platforms (each, a "Promo CELEVIDEOS Video"). Except as noted, each Promo CELEVIDEOS Video is a CELEVIDEOS Video under these Terms. When you submit a request for a Promo CELEVIDEOS Video, you must specifically identify the Business, the types of goods or services that it offers, as well as the specific product, service, or brand that you request the Talent User to mention or refer to.
  - 3.2. Subject to your payment in full, the Talent User hereby grants to you the following limited rights to use the Promo CELEVIDEOS Video solely for the reasonable promotional purposes of the Business for ninety (90) days from the date the Promo CELEVIDEOS Video is sent by CELEVIDEOS to you (and for any additional 90-day periods that have been agreed), subject to these Terms:
    - 3.2.1. a non-exclusive, royalty-free, fully paid, worldwide, sublicensable, revocable license to use, reproduce, distribute, and publicly display that Promo CELEVIDEOS Video only on: (A) one website and (B) on social media accounts, such as Facebook, Instagram, LinkedIn, SnapChat, TikTok, or Twitter; in each case, where the website and social media account is wholly-owned, operated, and controlled by the Business; and

- 3.2.2. the right to advertise and promote the display of the Promo CELEVIDEOS Video on the social media account through advertising only on the applicable social media platform.
- 3.2.3. You may sublicense your rights in a Promo CELEVIDEOS Video only to the extent necessary for you to use the Promo CELEVIDEOS Video as permitted under these Terms (e.g., posting it on a website or social media account as set forth in this section 3.B.).
- 3.3. To request an additional 90-day period, contact us at [hello@celevideos.com](mailto:hello@celevideos.com).
- 3.4. Promo CELEVIDEOS Video Representations and Warranties: You represent and warrant that:
  - 3.4.1. the Business is located, and operates, in the U.S., including Puerto Rico, and the Promo CELEVIDEOS Video will be directed to a U.S./Puerto Rico audience;
  - 3.4.2. any information provided to Talent is factually correct and not misleading and is not disparaging or defamatory;
  - 3.4.3. you and the Business will comply with all applicable laws, rules, and regulations, including the Federal Trade Commission "Guides Concerning the Use of Endorsements and Testimonials in Advertising," which may require adding an appropriate hashtag (e.g., #ad, #sponsored) or other disclosure to the Promo CELEVIDEOS Video; and
  - 3.4.4. you have all rights necessary (including from the Business) to request a Promo CELEVIDEOS Video on behalf of the Business, to agree to these Terms on behalf of the Business, and to request and use the Promo CELEVIDEOS Video as authorized in these Terms, including all rights necessary to use any information, Business name, trademark, trade name, trade dress, or logos provided in connection with your Submission.

#### 4. Acknowledgement

You acknowledge and agree that:

- 4.1. CELEVIDEOS will not be liable or responsible for any CELEVIDEOS Video or other offering requested by you or any Submission (defined below) you make;
- 4.2. you have no expectation of privacy with respect to any CELEVIDEOS Video requested by you or any Submission (defined below) you make, and that you will not make any request or Submission that infringes on the privacy or other rights of a third party;
- 4.3. the CELEVIDEOS watermark on each CELEVIDEOS Video must remain intact and you agree not to edit, change, modify, cover, or remove the watermark from any CELEVIDEOS Video or assist or encourage any third party to do so; you further agree not to edit, change, modify, or create any derivative work of a CELEVIDEOS Video or assist or encourage any third party to do so;
- 4.4. that you will not request a CELEVIDEOS Video for a commercial endorsement unless you make such request clearly in the submission, and identify the commercial request as set forth in these Terms;
- 4.5. if you breach any provisions of these Terms, we terminate your access to our CELEVIDEOS™ Services platforms, or we remove or ban you (or any account you created or control), your license to use any CELEVIDEOS Video, or other offering under these Terms terminates and you must: promptly remove all copies of any CELEVIDEOS Video, or other offering in your possession or control, including from any social media platform; notify any Recipient of the termination and instruct them to do the same, and take any

other action we reasonably request, including identifying each Recipient; and\

- 4.6. without limiting any of our rights, any request you submit through our CELEVIDEOS™ Services platforms may be rejected by us or by a Talent User; if that happens more than once, we may terminate your access to our CELEVIDEOS™ Services platforms, remove or ban you (and any account you created or control), or take other appropriate action in CELEVIDEOS's sole discretion, including terminating your license to use any CELEVIDEOS Video or other offering under these Terms and requiring you to take the actions outlined in Section 4.D.

## 5. Mobile Features

- 5.1. CELEVIDEOS may offer features and services that are available to you via your mobile phone or other mobile device. These features and services may include, without limitation, the ability to upload Content to CELEVIDEOS™ Services platforms, view Content on the CELEVIDEOS™ Services platforms, receive messages (e.g., SMS and MMS messages, in-App messages, and on-device notifications) from the CELEVIDEOS™ Services platforms, download applications to your mobile phone or device, or access CELEVIDEOS™ Services platforms features (collectively, the "Mobile Features"). We may charge you for Mobile Features. Also, standard messaging, data and other fees may be charged by your carrier. Fees and charges will appear on your mobile bill or be deducted from your pre-paid balance, as applicable. Your carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. If you have registered for Mobile Features, you agree that we may send communications to your mobile device regarding CELEVIDEOS, or other parties, and collect information related to your use of the Mobile Features. You agree to notify us of any changes to your mobile number and update your account(s) on the CELEVIDEOS™ Services platform to reflect any such changes. If you receive SMS or MMS messages from CELEVIDEOS or one of the CELEVIDEOS™ Services platform, you may opt-out of such messages by texting "STOP" to the applicable short code for the mobile feature. You may also text "HELP" or contact us for support.

- 5.1.1. In addition to the other restrictions and limitations contained in these Terms, CELEVIDEOS is not responsible for failures in the performance of Mobile Features, including without limiting to, the delivery of electronic messages or videos via the Mobile Features as a result of any technical issues (e.g., CELEVIDEOS is not responsible if your electronic message or video is not delivered because: the recipient declines delivery; (ii) the recipient uses an unsupported carrier; (iii) the recipient's mobile device or computer cannot display video messages; (iv) the recipient's plan does not provide for video messaging; (v) the recipient's carrier is unable to deliver messages to the recipient; (vi) the recipient's network connection is interrupted during message delivery; or (vii) either you or the recipient's carrier does not support video messaging). There may be other reasons for a delivery failure as well. CELEVIDEOS does not provide refunds for Content that is not delivered due to technical issues for which CELEVIDEOS is not responsible.

- 5.1.2. If you sign up to receive any promotional or marketing text message (including SMS and MMS messages) from us, you acknowledge and agree that we may send such messages using an auto-dialer to the number you provide. You acknowledge and agree that you are not required to receive our text messages, and that you are not required to agree to receive text messages as a condition of purchasing any CELEVIDEOS™ Services. If CELEVIDEOS provides functionality for you to send Content via text or direct messaging (including through the use of SMS, MMS, and other direct message technology) and you send such a text or direct message, you represent and warrant that you have the consent of the recipient to send that text or direct message. You further acknowledge and agree that, as between you and CELEVIDEOS, you are the sender of such Content and CELEVIDEOS acts merely as a delivery agent.

## 6. Additional Terms

Some products or services offered through the CELEVIDEOS™ Services platforms may have additional terms and

conditions (“Additional Terms”). If Additional Terms apply, we will make them available to you in connection with that product or service. By using that product or service, you agree to the Additional Terms. To the extent that the Additional Terms conflict with any of these Terms, these Terms will govern unless the Additional Terms say that some or all of these Terms don’t apply.

PLEASE READ THE FOLLOWING CAREFULLY. By offering the product or service, you agree to the applicable additional terms that apply, which are Additional Terms of the User Terms of Use (“User Terms”). These Additional Terms will be governed by, and are incorporated into, the Talent Terms. Terms that are defined in the Talent Terms or the CELEVIDEOS™ Services platforms Terms of Use (“Terms”) will have the same meaning in these Additional Terms. From time to time, we may change these Additional Terms. If we do, we will give you notice by posting them on our CELEVIDEOS™ Services platforms and updating the “Last Updated” date. The revised Additional Terms will be effective immediately. By offering or using or continuing to offer or use the applicable product or service, you represent and warrant that you have read, understand, and agree to these Additional Terms.

## **7. Eligibility**

- 7.1. Age: You must be at least 16 years old to use our CELEVIDEOS™ Services platforms, or the age of consent in your jurisdiction, whichever is greater. If you are a minor or under the age of majority in your state of residence, your parent or legal guardian must agree to these Terms on your behalf and you may access and use our CELEVIDEOS™ Services platforms only with permission from your parent or legal guardian.
- 7.2. Eligibility Representations and Warranties: You represent and warrant that:
  - 7.2.1. you have not been prohibited from using or accessing any aspect of our CELEVIDEOS™ Services platforms by us or pursuant to any applicable law or regulation;
  - 7.2.2. you will comply with all applicable terms of any third party payment provider we select, and you are not on a prohibited list of that payment provider;
  - 7.2.3. you (and any account that you created or control) have not been previously banned or removed from our CELEVIDEOS™ Services platforms for any reason; and
  - 7.2.4. you are not a convicted sex offender.
- 7.3. Export Control: You may not use, export, import, or transfer any part of our CELEVIDEOS™ Services platforms except as authorized by U.S. law, the laws of the jurisdiction in which you use or access our CELEVIDEOS™ Services platforms, or any other applicable laws. In particular, but without limitation, no part of our Site may be exported or re-exported: (i) into any country embargoed by the U.S.; or (ii) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or Entity List. By using our CELEVIDEOS™ Services platforms, you represent and warrant that: (x) 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 (y) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use our CELEVIDEOS™ Services platforms for any purpose prohibited by law. You acknowledge and agree that products, services, and technology provided by CELEVIDEOS are subject to the export control laws and regulations of the U.S. You will comply with those laws and regulations and will not, without prior U.S. government authorization, export, re-export, or transfer CELEVIDEOS products, services, or technology, either directly or indirectly, to any country in violation of those laws and regulations.

## **8. Fees and Payment**

- 8.1. Fees: The fee for a CELEVIDEOS Video or other offering is specified on the Talent User’s booking page on our CELEVIDEOS™ Services platforms when you make your request. You agree to pay all amounts due in

accordance with the payment terms in effect when you submit your request or purchase merchandise.

- 8.2. Currency: All transactions are in U.S. dollars (“USD”) unless otherwise specified at point of purchase.
- 8.3. Payment: You may request a CELEVIDEOS Video by using a valid payment card through the applicable third-party payment provider (for App for iOS, Apple’s in-App payment mechanism; for our website and App for Android, the payment provider we select). You must provide the third-party payment provider with valid payment information (Visa, MasterCard, or other issuer accepted by the payment provider). You acknowledge and agree that CELEVIDEOS does not operate, own, or control the payment provider. Your use of your payment card is governed by your agreement with and the privacy policy of the payment provider, not these Terms. You agree to immediately notify the payment provider of any change in your billing address (or other information) for your payment card. You may not return or exchange a CELEVIDEOS Video and no refunds will be issued.
  - 8.3.1. App for iOS: If a Talent User rejects your request for a CELEVIDEOS Video or the CELEVIDEOS Video is not provided, your CELEVIDEOS account will be issued a credit (in USD only) for the value of your purchase. The credit will be maintained in your account and may be redeemed only for purchases on the App for iOS, or it will be reimbursed to you, at your request. If, when you make a purchase while logged into your CELEVIDEOS account on the App for iOS, your account has a credit balance, the balance will be redeemed for that purchase (until fully redeemed) and you will be charged for any remaining portion of the price. Credit balances are not refundable, cannot be transferred, cannot be used outside of the App for iOS, and expire or extinguish immediately when redeemed. By making a purchase on the App for iOS, you represent that you are a resident of a country or territory in which payment in the local currency is supported by the App (as listed here). If you are a resident of a country or territory in which payment in the local currency is not supported by the App for iOS (or located in a country or territory in which payment in the local currency is not supported by the App for iOS), your purchase will not be permitted; however, if such purchase is permitted, CELEVIDEOS reserves the right to cancel your request and no refund will be issued. The countries and territories and respective local currencies supported by the App for iOS are determined by Apple and not by CELEVIDEOS and are subject to change at any time.
  - 8.3.2. Website and App for Android: By providing your payment information, you agree that CELEVIDEOS may place a pre-authorization hold and, after your request has been fulfilled, authorize the payment provider to immediately charge you for all amounts due and payable with no additional notice to or consent from you.
  - 8.3.3. In addition, if the offering permits (e.g., CELEVIDEOS Videos on Celevideos.com), you may choose to designate an additional amount as a “tip” to the Talent User who fulfilled your request. You acknowledge that CELEVIDEOS does not mandate any such tip or gratuity; however, if you do choose to do so, the amount must be at least US \$5.00. You agree to pay any amount you authorize as a tip for the Talent User; a tip is not refundable.
- 8.4. CELEVIDEOS reserves the right (but is under no obligation) to cancel your CELEVIDEOS Video request if: (i) your payment method is declined; or (ii) you have previously been banned or removed from our CELEVIDEOS™ Services platforms for any reason. CELEVIDEOS also reserves the right at any time to change its fees and payment procedures, including its payment options and terms, either immediately upon posting on our CELEVIDEOS™ Services platforms or by other notice to you.
- 8.5. Payment Questions: If you have a question about a purchase made on the App or a charge to your payment card, please contact us at [hello@Celevideos.com](mailto:hello@Celevideos.com). We have the sole discretion to determine how billing disputes between us will be resolved.

## 9. Ownership

- 9.1. You acknowledge and agree that each CELEVIDEOS Video or other offering from a Talent User is owned by the Talent User who created it.
- 9.2. We or our licensors own all right, title, and interest in and to: (i) our Site and the “look and feel” of our CELEVIDEOS™ Services platforms, including all software, ideas, processes, data, text, media, and other content available on our CELEVIDEOS™ Services platforms (individually, and collectively, “CELEVIDEOS Content”); and (ii) our trademarks, logos, and brand elements (“Marks”). Our CELEVIDEOS™ Services platforms, CELEVIDEOS Content, and Marks are each protected under U.S. and international laws. You may not duplicate, copy, or reuse any portion of the HTML/CSS, JavaScript, visual design elements, or concepts without our prior express written consent.
- 9.3. You hereby grant to us a non-exclusive, royalty-free, fully paid, unlimited, universal, sublicensable (through multiple tiers of sublicenses), perpetual, and irrevocable license, in any and all manner and media, whether now known or hereinafter invented or devised (including social media platforms), to use, reproduce, license, distribute, modify, adapt, reformat, publicly perform, publicly display, create derivative works of, and otherwise use the following for the purposes of operating and providing our CELEVIDEOS™ Services platforms, developing and improving our products and services, and advertising, marketing, and promoting our CELEVIDEOS™ Services platforms and our products and services: (i) any request (video, text, or otherwise) that you make or send to any Talent User, including information concerning any Recipient; and (ii) any submission that you make to CELEVIDEOS, whether through our CELEVIDEOS™ Services platforms, a social media platform, third party website, or otherwise, including a reaction video, idea, intellectual property, publicity rights, Feedback (defined below), review, photo, video, email, text, post, or other communication, whether relating to you, or a third party (i) and (ii) each, individually, and collectively, a “Submission”). You represent and warrant that you either: (x) own all rights to any Submission; or (y) have all rights necessary, including with respect to any third party that contributed to, is included in, or is referred to, in any Submission, to grant to us the foregoing rights. You will not make any Submission that is confidential or proprietary or that contains or includes any information that you do not have the right to disclose or that you or any Recipient do not wish to be disclosed. CELEVIDEOS will not be responsible or liable for any use or disclosure of a Submission, including any personal information belonging to you, a Recipient, or a third party.
- 9.4. We may, for any reason, refuse to accept or transmit a Submission or refuse to remove a Submission from our CELEVIDEOS™ Services platforms. Further, we reserve the right to decide whether a Submission violates these Terms and may, at any time, without notice to you and in our sole discretion, remove your Submission, terminate your access to our CELEVIDEOS™ Services platforms, remove or ban you (and any account you created or control), or take other appropriate action in our sole discretion for violation of these Terms.
- 9.5. CELEVIDEOS wishes to avoid the possibility of future misunderstandings if a project developed by any Celevideos Party (as defined below) may seem similar to your Submission. If your Submission consists of any idea, suggestion, proposal, plan, or other material related to our business (individually, and collectively, “Feedback”), you acknowledge and agree that you are submitting that Feedback at your own risk and that CELEVIDEOS has no obligation (including no obligation of confidentiality or privacy) with respect to that Feedback, and you grant to CELEVIDEOS a non- exclusive, royalty-free, fully paid, unlimited, universal, sublicensable (through multiple tiers of sublicenses), perpetual, and irrevocable license, in any and all manner and media, whether now known or hereinafter invented or devised, to reproduce, license, distribute, modify, adapt, publicly perform, publicly display, create derivative works of (for example, translations, adaptations, or other changes), and otherwise use and exploit in any manner (including commercially), any and all Feedback.
- 9.6. You hereby waive any and all moral rights or “droit moral” that you may have in any Submission, including Feedback, and you represent and warrant that no third party has any moral, “droit moral,” or other rights in Submission, including Feedback.

## 10. Copyright and Intellectual Property Policy

10.1. Digital Millennium Copyright Act Notice of Infringement: If you are a copyright owner or an agent thereof and believe that any material on our CELEVIDEOS™ Services platforms has been copied in a way that infringes upon your rights, you may submit a notification pursuant to the Digital Millennium Act (“DMCA”) by forwarding the following information to the Copyright Agent named below:

10.1.1. information reasonably sufficient to permit us contact you, such as your address, telephone number, and email address;

10.1.2. a description of the work that you claim is being infringed;

10.1.3. an identification or description of the material that you claim is infringing and are requesting be removed along with information reasonably sufficient to permit us locate the material;

10.1.4. 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.”;

10.1.5. an electronic or physical signature of the copyright owner (or a person authorized to act for the copyright owner); and

10.1.6. a statement by you, made under penalty of perjury, that the information you are providing is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

Copyright Agent:  
Celevideos  
c/o Legal Department  
P.O. Box 193497  
San Juan, PR. 00919-3497  
agent@celevideos.com

If you do not follow these requirements, your notice may not be valid. Please note, only notices of alleged copyright infringement should be sent to our Copyright Agent.

10.2. Termination Policy: We respond to notices of alleged copyright infringement and terminate access to our CELEVIDEOS™ Services platforms for repeat infringers. If we determine that you are a repeat infringer, we may terminate your access to our CELEVIDEOS™ Services platforms, remove or ban you (and any account you created or control), and take other appropriate action in our sole discretion.

10.3. If a Digital Millennium Copyright Act Notice of Infringement has been filed against material posted by you, you may make a counter-notification with our Copyright Agent listed above, provided that such counter-notification must be in writing and contain the following information:

10.3.1. an identification or description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

10.3.2. 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”;

10.3.3. your electronic or physical signature (or a person authorized to act on your behalf);



10.3.4. a statement by you, made under penalty of perjury, that the information you are providing is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner; and

10.3.5. your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which you are located (or in the territory of Puerto Rico, U.S.A., if you reside outside of the U.S.A.), and that you will accept service of process from the person who filed the Digital Millennium Copyright Act Notice of Infringement or an agent of such person.

If we receive a valid counter-notification, we may reinstate the removed or disabled material in accordance with the DMCA. Unless the copyright owner files an action seeking a court order against us or the user, the removed material may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after the recipient of the counter-notice, at CELEVIDEOS's sole discretion.

10.4. We are also concerned with other types of infringement and abuse. To report a problem other than copyright or trademark infringement, please send an e-mail to: [hello@celevideos.com](mailto:hello@celevideos.com). We may, in our sole discretion, limit, suspend, or terminate the services, User I.D., prohibit access to the CELEVIDEOS™ Services platforms, delay or remove content, and take technical and legal steps to keep the users from using the CELEVIDEOS™ Services, if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letters or spirit of our policies. The CELEVIDEOS™ Services contains content owned or licensed by CELEVIDEOS ("CELEVIDEOS Content"). CELEVIDEOS Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and CELEVIDEOS, CELEVIDEOS owns and retains all rights in the CELEVIDEOS Content and the CELEVIDEOS™ Services. The compilation (meaning the collection, arrangement, and assembly) of all Content is also the exclusive property of CELEVIDEOS and is protected by the United States and international copyright laws. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated or accompanying the CELEVIDEOS Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the CELEVIDEOS Content or materials. Any unauthorized use of text or images may violate United States and international copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. CELEVIDEOS does not warrant or represent that your use of any Content or CELEVIDEOS™ Services will not infringe rights of third parties. CELEVIDEOS name and logo are trademarks of CELEVIDEOS, and may not be copied, imitated or used, in whole or in part, without the prior written consent of CELEVIDEOS. In addition, all page headers, custom graphics button icons and scripts, product names, and the domain name for CELEVIDEOS are service marks, trademarks and/or trade dress of CELEVIDEOS, and may not be copied, imitated or used, in whole or in part, without the prior written consent from CELEVIDEOS.

## 11. Privacy

Please refer to the [Privacy Policy](#) for information on how we manage your data.

## 12. Third Party and Interactions

12.1. CELEVIDEOS™ Services may contain features and functionalities that link to or provide you with access to third party content, that is completely independent of CELEVIDEOS, including CELEVIDEOS Videos, websites, platforms, directories, servers, networks, systems, information, databases, applications, software, programs, products or services, and the Internet in general. Your interactions with third parties, including users and Talent Users, found on or through our CELEVIDEOS™ Services platforms are solely between you and the third party. You should make whatever investigation you feel necessary or appropriate before proceeding with any contact or interaction, in connection with our CELEVIDEOS™ Services platforms or otherwise. However, you agree not to contact or interact with any Talent User except as expressly permitted through our CELEVIDEOS™ Services platforms. You also agree that CELEVIDEOS may, in its sole discretion,

intercede in any dispute and you will reasonably cooperate with CELEVIDEOS if it does so. Nevertheless, your use of such services is subject to the terms and conditions established by those third parties. You expressly acknowledge and agree that CELEVIDEOS is in no way affiliated with such third party and therefore, CELEVIDEOS is not responsible or liable for any damages, losses, costs, expenses, or liabilities of any kind or nature incurred as the result of any such interaction. Your correspondence and business dealings with third parties found through the CELEVIDEOS™ Services platforms, including without limitation, the payment and delivery of products and services, including if applicable, in-App purchases, gift cards and any terms, conditions, warranties, and representations associated with any such dealings, are solely between you and the third party and CELEVIDEOS is not in any way responsible for your use. CELEVIDEOS will not reimburse you or indemnify you for any losses you may incur as a result of transactions with any third party. Some of the CELEVIDEOS™ Services may be supported by advertising revenue and may display advertising and promotions. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you. You acknowledge and agree that CELEVIDEOS has no obligation to you in connection with any advertising displayed on or in connection with our CELEVIDEOS™ Services (including no obligation to share any revenue received by CELEVIDEOS as a result of any such advertising). You hereby release each CELEVIDEOS Party (defined below) from claims, demands, and damages (actual and consequential) of every kind or nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes or our CELEVIDEOS™ Services. There may be circumstances where access to the CELEVIDEOS™ Services platforms is provided by a link at another website, mobile application or third-party platform. CELEVIDEOS makes no representations or gives any warranties with respect to any information contained in or at these sites and CELEVIDEOS shall not be liable for any damages or injury arising from the content of these third-party sites. CELEVIDEOS does not endorse the individuals, companies, or other similar entities, or any products, services or materials associated with such individuals, companies or other similar entities, that provide a link to the CELEVIDEOS™ Services platforms.

12.2. From time to time, an entity may be identified on a Talent User's booking page or be associated with the Talent User elsewhere on our CELEVIDEOS™ Services platforms as a charitable organization or a recipient of funds that are being raised ("Charity"). For example, the Talent User's booking page may indicate that all or a portion of the Talent User's revenue from a CELEVIDEOS Video will be given to the Charity. Those arrangements are strictly between the Talent User and the Charity. CELEVIDEOS is not a sponsor of, does not endorse, and is not affiliated with the Charity and is not a commercial co-venturer with respect to such arrangements (unless otherwise expressly stated in writing by CELEVIDEOS). Unless expressly stated, CELEVIDEOS does not control and makes no warranties about the Charity or any donation to the Charity.

12.3. From time to time, an entity may be identified on a Talent User's booking page or be associated with the Talent User elsewhere on our CELEVIDEOS™ Services platforms as a charitable organization or a recipient of funds that are being raised ("Charity"). For example, the Talent User's booking page may indicate that all or a portion of the Talent User's revenue from a CELEVIDEOS Video will be given to the Charity. Those arrangements are strictly between the Talent User and the Charity. CELEVIDEOS is not a sponsor of, does not endorse, and is not affiliated with the Charity and is not a commercial co-venturer with respect to such arrangements (unless otherwise expressly stated in writing by CELEVIDEOS). Unless expressly stated, CELEVIDEOS does not control and makes no warranties about the Charity or any donation to the Charity.

### **13. Links and Advertising**

Our CELEVIDEOS™ Services platforms may contain links to social media platforms or third-party websites. You acknowledge and agree that: (a) the link does not mean that we endorse or are affiliated with the platform or website; and (b) we are not responsible or liable for any damages, losses, costs, expenses, or liabilities related to your use of the platform or website. You should always read the terms and conditions and privacy policy of a platform or website before using it. The information, content, and products (including goods and services) available through any third-party links are offered by independent entities, which are not affiliated in any way with CELEVIDEOS.

#### 14. **Changes to our Platforms**

You acknowledge and agree we may change or discontinue, in our sole discretion, any aspect of our CELEVIDEOS™ Services platforms at any time, without notice to you. Although it is CELEVIDEOS's intention for the CELEVIDEOS™ Services to be available as much as possible, there will be occasions when the **CELEVIDEOS™ Services may be interrupted, including without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.**

#### 15. **Termination and Reservation of Rights**

You may cancel or deactivate your account at any time by contacting a member of the CELEVIDEOS team at [hello@celevideos.com](mailto:hello@celevideos.com). We reserve the right to modify or terminate access to our CELEVIDEOS™ Services platforms to any person, including you, at any time, for any reason, without notice, in our sole discretion, and without any liability to you. If you violate any of these Terms, your permission to use our CELEVIDEOS™ Services platforms automatically terminates. If we terminate your access to CELEVIDEOS™ Services or you deactivate your account, your profile, videos, photos, audio, comments, and all other Content will no longer be accessible through your account, but may persist and appear within the CELEVIDEOS™ Services (e.g., if your Content has been re-shared by others). Upon termination, all licenses and other rights granted to you in these Terms will immediately cease.

#### 16. **Indemnification**

You agree to indemnify, defend, and hold harmless CELEVIDEOS and its parents, subsidiaries, affiliates, officers, employees, directors, shareholders, agents, partners, vendors, and licensors (each, a "CELEVIDEOS Party," and collectively, "CELEVIDEOS Parties") from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including reasonable attorneys' fees and costs) of any kind or nature arising from, out of, in connection with, or relating to: (a) these Terms; or (b) use of our CELEVIDEOS™ Services platforms. CELEVIDEOS may select counsel for and control the defense of any claim that you are indemnifying. You will reasonably cooperate with us in connection with any claim.

#### 17. **Disclaimers and Limitations on our Liability**

17.1. You acknowledge and agree that your use of our CELEVIDEOS™ Services platforms is at your own risk and that our CELEVIDEOS™ Services platforms is provided on an "as is" and "as available" basis. To the extent permitted by applicable law, the CELEVIDEOS Parties disclaim all warranties, conditions, and representations of any kind, whether express, implied, statutory, or otherwise, including those related to merchantability, fitness for a particular purpose, non-infringement, and arising out of course of dealing or usage of trade.

17.2. In particular, the CELEVIDEOS Parties make no representations or warranties about the accuracy or completeness of content available on or through our CELEVIDEOS™ Services platforms or the content of any social media platform or third-party website linked to or integrated with our CELEVIDEOS™ Services platforms. You acknowledge and agree that the CELEVIDEOS Parties, including its officers, employees, or agents, will have no liability for any: (i) errors, mistakes, or inaccuracies of Content; (ii) personal injury, property damage, or other harm of any nature whatsoever, resulting from your access to or use of our CELEVIDEOS™ Services platforms; (iii) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein, any personal information, or user data; (iv) any interruption or cessation of transmission to or from our CELEVIDEOS™ Services platforms (v) any bugs, viruses, trojan horses, or the like that may be transmitted on or through our CELEVIDEOS™ Services platforms by any third party; or (vi) any errors or omissions in any content, or for any damages, losses, costs, expenses, or liabilities of any kind incurred as a result of any content posted, e- mailed, transmitted or otherwise shared through our CELEVIDEOS™ Services platforms.

- 17.3. You acknowledge and agree that any material or information downloaded or otherwise obtained through our CELEVIDEOS™ Services platforms, including any CELEVIDEOS Video, is done at your own risk and that you will be solely responsible for any damages, losses, costs, expenses, or liabilities arising from or in connection with doing so. No advice or information, whether oral or written, obtained by you from us or through our CELEVIDEOS™ Services platforms, including through a CELEVIDEOS Video, will create any warranty not expressly made by us. The CELEVIDEOS Parties shall have no liability for errors appearing on display or on CELEVIDEOS™ Services platforms. CELEVIDEOS's platforms logs shall constitute the official record of all transactions, and all decisions based on such logs shall be final.
- 17.4. You acknowledge and agree that when using our CELEVIDEOS™ Services platforms, you will be exposed to content from a variety of sources, and that CELEVIDEOS is not responsible for the accuracy, usefulness, safety, legality, or intellectual property rights of or relating to any such content. You further understand and acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, objectionable, or harassing, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against any CELEVIDEOS Party with respect thereto.
- 17.5. To the fullest extent permitted by applicable law, you acknowledge and agree that in no event will any CELEVIDEOS Party, including its officers, employees, or agents, be liable to you or to any third party for any indirect, special, incidental, punitive, or consequential damages (including without limitation for loss of profits, revenue, or data) or for the cost of obtaining substitute products, the inability to use the CELEVIDEOS™ Services platforms, arising out of or in connection with these Terms, however caused, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability, or otherwise, and whether or not CELEVIDEOS has been advised of the possibility of such damages.
- 17.6. To the maximum extent permitted by applicable law, our total cumulative liability to you or any third party under these Terms, including from all causes of action and all theories of liability, will be limited to and will not exceed the fees actually received by CELEVIDEOS from you during the twelve (12) months preceding the claim giving rise to such liability.
- 17.7. Certain jurisdictions do not allow the exclusion or limitation of certain damages. If those laws apply to you, some or all of the above exclusions or limitations may not apply to you, and you might have additional rights.
- 17.8. You agree that the limitations of damages set forth above are fundamental elements of the basis of the bargain between CELEVIDEOS and you.

## 18. Dispute Resolution and Waiver of Certain Rights

**By using our Site and Services, you hereby consent to jurisdiction solely in the Commonwealth of Puerto Rico for all claims or suits filed by you, or anyone on your behalf, against CELEVIDEOS.**

## 19. Other Provisions

- 19.1. Force Majeure: Under no circumstances will any CELEVIDEOS Party be liable for any delay or failure in performance due in whole or in part to any acts of God (such as earthquakes, storms, floods, pandemics, etc.), unavoidable accidents, laws, rules, regulations or orders of government authorities, acts of war (declared or not), terrorism, hostilities, blockades, civil disturbances, embargoes, strikes, or any other event or cause beyond the reasonable control of any CELEVIDEOS Party.
- 19.2. Choice of Law and Jurisdiction: These Terms constitute a contract made solely over the Internet and you agree that these Terms will be governed by and construed in accordance with the internal laws of the Commonwealth of Puerto Rico, without giving effect to any conflict of laws rules or provisions. You agree that any action of whatever nature arising from or relating to these Terms or our CELEVIDEOS™ Services platforms will be filed only in the state or federal courts located in San Juan, Puerto Rico. You agree that the

CELEVIDEOS™ Services shall be deemed based in Puerto Rico and the CELEVIDEOS™ Services shall be deemed a passive website and/or mobile application that does not give rise to personal jurisdiction over CELEVIDEOS, either specific or general in jurisdictions other than Puerto Rico. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.

19.3. Notices: Notices to CELEVIDEOS relating to these Terms and the CELEVIDEOS™ Services platforms or any transaction conducted on or through the CELEVIDEOS™ Services platforms must be given in writing and must be sent to CELEVIDEOS by certified mail, nationally recognized overnight courier at the following address: CELEVIDEOS, c/o Legal Department, P.O. Box 193497, San Juan, PR. 00919-3497, or e-mail (with delivery receipt requested) at [hello@celevideos.com](mailto:hello@celevideos.com). All communications with you, shall be delivered via e-mail to the e-mail address on your account. By using the CELEVIDEOS™ Services platforms, you agree to receive any and all correspondence from CELEVIDEOS via e-mail. You further agree to review your e-mail communications from CELEVIDEOS requiring your attention, response, or otherwise.

19.4. Severability; Non-Waiver: If any term, provision, covenant or condition of these Terms is found to be unlawful, invalid, void or unenforceable, by a court of competent jurisdiction, that provision will be deemed appropriately modified to give effect to the intent of the provision or, if modification is not possible, will be severed from these Terms and will not affect the enforceability.

## **Terms of Use for Talents**

**The following additional Site Terms of Service for Talents (“Talent Terms”) are applicable only to Talent Users:**

### **1. Registration**

1.1. As a condition of using certain features of the CELEVIDEOS™ Services, you are required to register through the website or mobile application. Registration on the CELEVIDEOS™ Services requires creation of an account whereby, you agree to provide true, accurate, current, and complete information about yourself as prompted by our registration form, as well as any other information reasonably requested by us, and a selection of a username (“User I.D.”) and password (collectively, “Registration Data”), and maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you do not do so or we reasonably believe that you have not done so, we have the right to suspend or terminate your CELEVIDEOS™ Services account and your use of our CELEVIDEOS™ Services. You agree not to create an account using a false identity or providing false information, on behalf of another person (except as outlined below for a parent or legal guardian and Organizations), or if you (and your parent or legal guardian, or an Organization, if applicable) have previously been removed or banned from our CELEVIDEOS™ Services Platforms. We reserve the right to refuse registration of, or to cancel, an account in our sole discretion. You are responsible for maintaining the confidentiality of your account information, including your User I.D. and password and you will notify us of any known or suspected unauthorized use of your account or User I.D., or any known or suspected breach of security, including loss, theft or unauthorized disclosure of your password or credit card information. You are responsible for all activities that occur on or in connection with your account and you agree to notify us immediately of any unauthorized access or use of your account. You acknowledge and agree that we are not responsible or liable for any damages, losses, costs, expenses, or liabilities related to any unauthorized access to or use of your account.

1.2. Talent User age 16 or older: Talent Users who are at least 16 years old may register directly. By registering, you represent and warrant that: (A) you are at least 16 years old (and, if between 16 and 18 years old, are registering with the supervision and with the consent of your parent or legal guardian, who also agrees to these Terms); (B) you are of legal age to form a binding contract; (C) you are (and if you are between 16 and 18 years old, your parent or legal guardian is) not barred from using our CELEVIDEOS™ Services under the laws of Puerto Rico, the United States, your place of residence (and if you are between 16 and 18 years old, the place of residence of your parent or legal guardian), or any other applicable jurisdiction; and (D) you are (and if you are between 16 and 18 years old, your parent or legal guardian is) responsible for

complying with all applicable laws and regulations relating to Talent User's participation on our CELEVIDEOS™ Services Platforms and will fully indemnify the CELEVIDEOS Parties (defined below) for any failure to do so.

1.3. Parent or Legal Guardian of Talent User, under age 16: Talent Users who are under 16 years old, may register only through a parent or legal guardian who, by registering, represents and warrants that: (A) he or she is the parent or legal guardian of the Talent User and agrees to these Terms; (B) neither the parent or legal guardian nor the Talent User is barred from using our CELEVIDEOS™ Services Platforms under the laws of Puerto Rico, the United States, the place of residence of the parent, legal guardian, or Talent User, or any other applicable jurisdiction; and (C) he or she is responsible for complying with all applicable laws and regulations relating to Talent User's participation on our Site and will fully indemnify the CELEVIDEOS Parties for any failure to do so.

1.4. Organizations: A management company, manager, agency, agent, publicist, or other individual or organization (each, an "Organization") may register a Talent User ("Affiliated Talent"). By registering, the Organization represents and warrants for itself and each Affiliated Talent that:

1.4.1. Organization is the authorized representative of the Affiliated Talent (and, if the Affiliated Talent is below the age of 18, is registering with any consent required of the Affiliated Talent's parent or legal guardian as set forth in Sections 1)A.(i) and 1)A.(ii)) and agrees to these Terms;

1.4.1.1. neither the Organization nor the Affiliated Talent is barred from using our CELEVIDEOS™ Services Platforms under the laws of Puerto Rico, the United States, the place of residence of the Organization or any Affiliated Talent, or any other applicable jurisdiction; and (C) Organization is responsible for complying with all applicable laws and regulations relating to Affiliated Talent's participation on our Site under these Terms and will fully indemnify the CELEVIDEOS Parties for any failure to do so. To register Affiliated Talent as an Organization, please contact [talentsuccess@celevideos.com](mailto:talentsuccess@celevideos.com).

1.4.1.2. Promotional Materials: At no cost to CELEVIDEOS, you will provide to us the following promotional materials ("Promotional Materials") within seventy two (72) hours of the talent onboarding process on our Site: (i) if you would like us to promote your participation on our Site, you shall submit three (3) high resolution images of yourself; (ii) your profile bio; and (iii) a promotional video of approximately fifteen (15) seconds, to let your fans know that they can book you on our CELEVIDEOS™ platforms. Please note that you will not be able to receive requests from CELEVIDEOS users until we receive your promotional video. From time to time, we may request additional Promotional Materials from you for CELEVIDEOS's use to promote you on or in connection with our CELEVIDEOS™ Services or on any social media platform or third-party website. Any other materials or photos of or concerning you that you approve for CELEVIDEOS's use will also be Promotional Materials under these Terms.

## 2. CELEVIDEOS Videos

2.1. From time to time, a user of our CELEVIDEOS™ Services Platforms ("User") may request one or more video recordings (each, a "CELEVIDEOS Video") from you through our platforms.

2.1.1. While we hope you will fulfill a request within forty-eight (48) hours of receiving it, you may have up to seven (7) days (at CELEVIDEOS's sole discretion) to complete and upload the CELEVIDEOS Video requested by the User. If you: (i) either accept the request and upload the CELEVIDEOS Video; or (ii) decline the request; the request will expire and can no longer be fulfilled (except that you may fulfill the expired request at no cost to the User and with no payment due from us). You may decline a request or otherwise refuse, in your discretion, to create or upload a CELEVIDEOS Video if a User's request is objectionable or otherwise offensive to you. If you accept a request, you agree to record and upload

to our platforms, one CELEVIDEOS Video.

2.1.2. CELEVIDEOS retains the right, in its sole discretion, to cancel any request from a User. No payment will be made to you for any declined, cancelled, or unfulfilled CELEVIDEOS Video request.

2.1.3. Each CELEVIDEOS Video will be approximately thirty (30) seconds in duration and will follow the general directions and requests of the User (e.g., birthday message, congratulatory message, or "Good luck!" message). You will have sole discretion over the script and content of any CELEVIDEOS Video, except that you agree that: (i) you will use your name (please introduce yourself), the User's name, and the name of any third party that the User identifies as a recipient ("Recipient") in each CELEVIDEOS Video, unless otherwise requested by the User; and (ii) you will not state in the CELEVIDEOS Video that the CELEVIDEOS Video is incomplete or cannot be completed. Your response to the User's request is your responsibility and at your discretion, subject to these Terms; However, Users are usually satisfied with the videos when at least the majority of their request is followed by a Talent User. If you complete a CELEVIDEOS Video but do not follow the general directions and requests of the User, we will discuss with you an appropriate adjustment of the payment made to you.

### **3. Promo CELEVIDEOS Videos**

3.1. If you are a resident of the United States, including Puerto Rico, you may choose to offer CELEVIDEOS Videos for promotion of a U.S. commercial entity, brand, or business ("Business") through our CELEVIDEOS™ Services Platforms (each, a "Promo CELEVIDEOS Video"). Except as noted, each Promo CELEVIDEOS Video is a CELEVIDEOS Video under these Talent Terms.

### **4. Fees and Payment**

4.1. **Booking Fee:** You set your own price for each CELEVIDEOS Video and any other offering you choose to make available through the CELEVIDEOS™ Services Platforms (e.g., Promo CELEVIDEOS Videos) (each, a "Booking Fee"), provided that: (i) your price on the App for iOS must be an available Apple SKU; and (ii) where there is no identical Apple SKU, your price will be the Apple SKU that is closest to (but not less than) the price you set (e.g., a Booking Fee of US\$5.00 will be adjusted to US\$5.99 in the App for iOS). In addition, the Booking Fee for each CELEVIDEOS Video must be at least US\$5.00 (unless it is either US\$0.00 or as otherwise agreed in writing by CELEVIDEOS).

4.2. **Fees:** Other than with respect to an expired request that you choose to fulfill (as set forth in Section 2(B) and subject to these Terms, we will pay you 70% of the Booking Fee actually received by CELEVIDEOS for each CELEVIDEOS Video or other CELEVIDEOS product offering that you created and delivered to fulfill to a User's request that you accepted through our CELEVIDEOS™ Services Platforms, except that in the case of a Booking Fee paid through the App, we will pay you 70% of the amount actually received by CELEVIDEOS after subtracting any payment to or deduction by the application platform (e.g., Apple deducts a 30% commission from the Booking Fee) from the Booking Fee ("Net App Booking Fee"). In addition, if the offering permits a User to designate an additional amount as a "tip", we will pay you 70% (unless a different percentage is agreed in writing by CELEVIDEOS) of any amount designated by a User via our CELEVIDEOS™ Services Platforms as a "tip".

4.3. **Fees and Payment Representations and Warranties:** You represent and warrant that: (i) CELEVIDEOS Videos are not, and are not intended to be, covered by any guild, union, collective bargaining, or similar agreement and there will be no residual or any other type of payment due from CELEVIDEOS to you, to any third party, guild, or union, or pursuant to any collective bargaining agreement, in connection with any CELEVIDEOS Video, payment from us to you, or our CELEVIDEOS™ Services; (ii) CELEVIDEOS is not responsible for, and will not make any deduction to payments made to you for any fees, commissions, costs, expenses, or payments of any kind to or with respect to any third party, including any manager, agent, attorney, representative, or service provider, in connection with any revenue earned by or payments made to you in

connection with our CELEVIDEOS™ Services e; and (iii) CELEVIDEOS is not responsible for any contributions, payments, taxes, or deductions for Social Security, retirement benefits, unemployment insurance, annuities, or pension or welfare fund payments required by law or any labor union, or any withholding or income taxes.

- 4.4. **Payment:** You agree to register with the third-party payment provider selected by CELEVIDEOS, which CELEVIDEOS may change in its sole discretion. You may not use a payment provider other than the one selected by CELEVIDEOS. You will provide the payment provider any information required in order to receive payments via the payment provider. Any payments due to you from CELEVIDEOS will be made via the payment provider. If you do not provide the payment provider with all required information, you may not be able to receive the payments due to you. CELEVIDEOS will not be responsible for any damages, delays, losses, costs, expenses, or liabilities arising out of or in connection with your inability to receive payments as a result of your failure to provide such information. Subject to the payment provider's terms, payment will be made within approximately two weeks of receipt by CELEVIDEOS of the Booking Fee or Net App Booking Fee (as set forth in Section 4) A. You acknowledge and agree that CELEVIDEOS does not operate, own, or control the payment provider; and your use of any payment provider is subject to the terms and privacy policies of that payment provider. You agree that we are not responsible for any delay, failure, damage, or liability caused by a payment provider, any other third party, a force majeure, or your failure to timely or properly set up an account with the payment provider or otherwise provide requested information for payment. Other than with respect any payment to or deduction by the application platform (as set forth in Section 4) B. CELEVIDEOS will be responsible for fees, costs, and expenses incurred in connection with the payment provider selected by CELEVIDEOS. Unless otherwise agreed by CELEVIDEOS in writing, you acknowledge and agree that you are solely responsible for any other fees, costs, and expenses, including with respect to your bank account and foreign exchange fees. Notwithstanding anything to the contrary contained in these Terms, if CELEVIDEOS, in its sole discretion, believes that any fraud, money laundering, or other violation of law or regulation is taking place on or in connection with our CELEVIDEOS™ Services you acknowledge and agree that we may withhold, delay, or seek repayment of any payments we believe, in our sole discretion, are related to the violation.
- 4.5. **Currency:** Payments via the payment provider are in U.S. dollars unless the payment provider permits you to choose another currency and you do so.
- 4.6. **Fundraising:** If you identify any entity on your booking page or elsewhere on our CELEVIDEOS™ Services as a charitable organization or a recipient of any funds that you are raising (each, a "Charity"), you: (i) represent and warrant that you will comply with all applicable laws and regulations relating to that identification or the Charity, including making disclosures, registering, or entering into any agreement, such as a commercial co-venturer agreement; (ii) acknowledge and agree that we have the right in our sole discretion to reject your identification or the Charity; (iii) represent and warrant that the Charity is and will remain in good standing at all times the identification is used, that within forty-eight (48) hours of your receipt of our request, you will provide us with written evidence of the Charity's good standing and charitable status in all applicable jurisdictions, and that you will promptly remove the identification if the Charity ceases to be in good standing; (iv) represent and warrant that you will be responsible for making any payment to the Charity (unless we expressly agree in writing in advance to do so on your behalf and in satisfaction of our payment obligations to you under these Terms); and (v) represent and warrant that you have all rights necessary to authorize use of the Charity's name and logo in connection with (and on) our Site, in the identification, and in any social and other media. You further acknowledge and agree that we may add a statement to your booking page disclaiming a connection between CELEVIDEOS and the Charity, as we determine in our sole discretion.

## 5. **Talent Content**

- 5.1. **License Grant to Talent Content:** Our CELEVIDEOS™ Services Platforms allow you to upload, submit, store, send, transmit, approve, and receive content and data, including your CELEVIDEOS Videos and Promotional Materials (collectively, "Talent Content"). When you upload, submit, store, send, transmit approve, or



receive Talent Content to or through our CELEVIDEOS™ Services Platforms, you grant to us a non-exclusive, royalty-free, fully paid, unlimited, universal, sublicensable (through multiple tiers of sublicenses), perpetual, and irrevocable license in any and all manner and media, whether now known or hereinafter invented or devised (including social media channels and third party websites and platforms), to reproduce, license, distribute, modify, adapt, publicly perform, publicly display, create derivative works of (e.g., translations, adaptations, or other changes we make so that Talent Content works better with our Site or otherwise), and to use your Talent Content for the purposes of operating and providing our CELEVIDEOS™ Services, to develop and improve our products and services, and to advertise, market, and promote our CELEVIDEOS™ Services Platforms, products, and services, and you agree that such Talent Content may, in CELEVIDEOS's sole discretion, be used, including performed or displayed, in connection with any other elements, materials, copyrights, rights of publicity, or copyrighted materials. Please remember that third parties (including Users) may search for and see any Talent Content you submit to public areas of our CELEVIDEOS™ Services Platforms. Some of the CELEVIDEOS™ Services may be supported by advertising revenue and may display advertising and promotions. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you. You agree that we may display advertising with or in connection with your Talent Content. You further acknowledge and agree that CELEVIDEOS has no obligation to you in connection with any advertising displayed on or in connection with our CELEVIDEOS™ Services (including no obligation to share any revenue received by CELEVIDEOS as a result of any such advertising). The CELEVIDEOS™ Services Platforms may not be used as a media storage service. We cannot guarantee the availability of media storage, or of the quality or resolution of any media saved on the CELEVIDEOS™ Services Platforms. Additionally, we may reduce the size or resolution of any Talent Content you submit or receive on the CELEVIDEOS™ Services Platforms in order to make them compatible with our systems and processes.

## 5.2. License Grant to Users:

5.2.1. For each CELEVIDEOS Video (other than a Promo CELEVIDEOS Video), you hereby grant to the User and the Recipient a non-exclusive, royalty-free, fully paid, worldwide, sublicensable, and perpetual license to use, reproduce, distribute, and publicly display the CELEVIDEOS Video, in each case, solely in accordance with the CELEVIDEOS™ Services Terms, in any and all media, whether now known or hereinafter invented or devised (including social media channels and third party websites and platforms).

5.2.2. For each Promo CELEVIDEOS Video, you hereby grant to User and the Business for ninety (90) days from the date the Promo CELEVIDEOS Video is sent by CELEVIDEOS to the User (and for any additional ninety (90) day periods to which you agree):

5.2.2.1. a non-exclusive, royalty-free, fully paid, worldwide, sublicensable, revocable license to use, reproduce, distribute, and publicly display the Promo CELEVIDEOS Video solely on: one website and social media accounts, such as Facebook, Instagram, LinkedIn, SnapChat, TikTok, or Twitter, in each case, wholly-owned, operated, and controlled by the Business; and

5.2.2.2. the right to advertise and promote the display of the Promo CELEVIDEOS Video on the social media account through advertising only on the applicable social media platform.

5.3. Right to Remove CELEVIDEOS Videos: You acknowledge and agree that we cannot restrict the use of your CELEVIDEOS Videos or other offerings by the Users for whom you created them or by any third party with whom they have already been shared (including Recipients) and we have no obligation to remove those uses (including from social media channels or third party websites or platforms). If we do seek to remove a CELEVIDEOS Video from a social media channel or third party website or platform, we may notify you of our intent to do so. As owner of the copyright in your Talent Content, you hereby authorize CELEVIDEOS to act as your agent in order to submit any DMCA notice or other demand with respect to your CELEVIDEOS Videos. You will promptly notify us if you learn that any Promo CELEVIDEOS Video is being used in violation of the Site

Terms. We will reasonably cooperate with your efforts to address the violation. However, you acknowledge and agree that we are not responsible or liable for any damages, losses, costs, expenses, or liabilities related to use of the Promo CELEVIDEOS Video for any reason, including if the use exceeds the license in Section 1)A.(ii) or otherwise violates the CELEVIDEOS™ Services Terms.

- 5.4. Licenses: Please note that the licenses granted in this Section 5 are fully-paid and royalty free, meaning we do not owe you anything in connection with the use of your Talent Content, by us, Users, or third parties (including Recipients and, in the case of a Promo CELEVIDEOS Video, the Business), other than the payment set forth in Section 4. We may exercise our rights under this license anywhere in the universe. We may sublicense our rights as needed to provide and promote our CELEVIDEOS™ Services Platforms or otherwise in accordance with these Terms, and Users may sublicense their rights subject to the Site Terms. Finally, the licenses granted in this Section 5 are perpetual, meaning that the rights granted under these licenses continue even after you stop using our CELEVIDEOS™ Services.
- 5.5. Talent Content Representations and Warranties: You represent and warrant that:
  - 5.5.1. you own all rights in and to your Talent Content and Feedback (defined below) posted by you on or through the CELEVIDEOS™ Services Platforms and that you have the right to grant the rights and licenses described in these Terms;
  - 5.5.2. you have paid and will pay in full any fees, royalties, or other payments that are due or may become due in connection with any use of your Talent Content and Feedback by us, Users, or third parties (including Recipients) as described in these Terms;
  - 5.5.3. your agreement to, and provision of services under, these Terms does not violate any agreement that you may have with any third party;
  - 5.5.4. In connection with each Promo CELEVIDEOS Video:
    - 5.5.4.1. you are a resident of the U.S., including Puerto Rico;
    - 5.5.4.2. any statements that you make in connection with the Business are factually correct and not misleading, are not disparaging or defamatory, and represent your true opinion; and;
    - 5.5.4.3. you will comply with all applicable laws, rules, and regulations, including the Federal Trade Commission "Guides Concerning the Use of Endorsements and Testimonials in Advertising," which may require adding an appropriate hashtag (e.g., #ad, #sponsored) or other disclosure to the Promo CELEVIDEOS Video.
  - 5.5.5. your Talent Content and Feedback does not infringe, misappropriate, or otherwise use without necessary authorization, any intellectual property, privacy, publicity, moral, or other rights of any third party, including without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights, or violate any law, regulation, or court order;
  - 5.5.6. you will not post or make publicly available any CELEVIDEOS Video that the User has requested not be posted to your booking page;
  - 5.5.7. you will not contact, respond to, or communicate with any User that you meet on or through our Site, except as expressly permitted through our Site.
  - 5.5.8. you will not provide your contact information to any User or send merchandise or anything else to a User other than as permitted by these Terms;

- 5.5.9. you will not edit, change, modify, or remove the watermark from any CELEVIDEOS Video or assist or encourage any third party to do so;
- 5.5.10. you will not ask us for permission or to assist you with the actions prohibited by Sections 5) E.(vi) through 5) E.(ix); and
- 5.5.11. except for a CELEVIDEOS Video that you choose to remake (at no additional cost to the User and with no additional payment due from us) if you receive a review of three stars or less, you will not remake any CELEVIDEOS Video unless asked by us to do so.
- 5.6. Treatment of Talent Content: Any Talent Content is non-confidential, non-proprietary, and must not contain or include any information which you do not have the right to disclose or that you do not wish to be disclosed. We will not be responsible or liable for any use or disclosure of Talent Content, including any personal information included in that Talent Content. You acknowledge and agree that your relationship with us is not a confidential, fiduciary, joint-venture, employer/employee, agency, or other type of special relationship, and that your decision to participate in our CELEVIDEOS™ Services or submit any Talent Content does not place us in a position that is any different from the position held by members of the general public, including with regard to your Talent Content. None of your Talent Content will be subject to any obligation of confidence by us, Users, or third parties (including Recipients), and we will not be liable or responsible for any use or disclosure of any Talent Content. Refusal and Removal of Talent Content: We may refuse to accept or transmit Talent Content for any reason without notice to you and we may remove Talent Content from our CELEVIDEOS™ Services Platforms for any reason without notice to you.
- 5.7. Cancellation of Account: If you cancel your account, you may, on at least three (3) business days' advance written notice to us, request that we no longer include your CELEVIDEOS Videos on our CELEVIDEOS™ Services Platforms and that we not make any new public use of them. As noted in Section 5) C., we have no obligation as to any use of your CELEVIDEOS Videos by the Users for whom you created them or by any third party with whom they have already been shared (including Recipients) (including from social media channels or third party websites or platforms).

## 6. Ownership

- 6.1. Other than Talent Content, we or our licensors own all right, title, and interest in and to: (i) our CELEVIDEOS™ Services Platforms and the "look and feel" of our CELEVIDEOS™ Services Platforms, including all software, ideas, processes, data, text, media, and other content available on our CELEVIDEOS™ Services Platforms (individually, and collectively, "CELEVIDEOS Content"); and (ii) our trademarks, logos, and brand elements ("Marks"). Our CELEVIDEOS™ Services Platforms, CELEVIDEOS Content, and Marks are each protected under U.S. and international laws. You may not duplicate, copy, or reuse any portion of CELEVIDEOS Content or use the Marks without our prior express written consent. You acknowledge and agree that each request or message from a User is a Submission (as defined in the Site Terms) owned by the User who created it.
- 6.2. CELEVIDEOS wishes to avoid the possibility of misunderstandings if a project developed by us, our employees, or our contractors might seem similar to material submitted to us by you or a third party. To the extent you submit any ideas, suggestions, proposals, plans, or other materials related to our business (individually, and collectively, "Feedback"), you acknowledge and agree that you are submitting that Feedback at your own risk and that CELEVIDEOS has no obligation (including of confidentiality or privacy) with respect to your Feedback, and you grant to CELEVIDEOS a non-exclusive, royalty-free, fully paid, unlimited, universal, sublicensable (through multiple tiers of sublicenses), perpetual, and irrevocable license, in any and all manner and media, whether now known or hereinafter invented or devised, to reproduce, license, distribute, modify, adapt, publicly perform, publicly display, create derivative works of (for example, translations, adaptations, or other changes), and otherwise use and exploit in any manner (including commercially), any and all Feedback.

- 6.3. You hereby waive any and all moral rights or “droit moral” that you may have in Talent Content or Feedback, and you represent and warrant that no third party has any moral, “droit moral” or other rights in the Talent Content or Feedback.

## **7. Business Relationship with Celevideos**

- 7.1. You and CELEVIDEOS agree and declare you and CELEVIDEOS are in a direct business relationship and the relationship between the parties, including these Terms, is solely an independent contractor relationship. It is the parties’ express intent that their relationship be interpreted and held to be that of independent contractor for all purposes. You acknowledge and agree that you are not a joint venturer, franchisee, partner, agent, or employee of CELEVIDEOS, and will not represent yourself as such. As an independent contractor using our platform to provide marketing, artistic, writing, and photography services to Users, you are solely and exclusively responsible for determining the manner, method, details, and means of your performance under these Terms and you acknowledge and agree that we do not control those elements of your performance. You also retain the option to accept, decline, or ignore any User request. We have no right to, and will not, control the manner or determine the method of accomplishing your performance. You represent and warrant that you are customarily engaged in an independently established trade, occupation, or business.
- 7.2. You represent and warrant that as between CELEVIDEOS and you (whether a Talent User, parent or legal guardian of a Talent User, an Organization, Affiliated Talent, CELEVIDEOS Partner, or otherwise), you assume sole liability for and will pay or cause to be paid all applicable contributions, payments, taxes, and deductions for Social Security, retirement or other benefits, healthcare insurance, unemployment insurance, annuities, pension and welfare fund payments required by law, regulation, or any labor union, and all withholding and income taxes, and make any reports required as a result of participation on our CELEVIDEOS™ Services Platforms under these Terms.
- 7.3. You will use your own equipment to perform your obligations under these Terms.
- 7.4. You are solely responsible for making any disclosure required by any applicable law, regulation, court order or any agreement you may have with any third parties to any person or entity regarding your performance under these Terms.
- 7.5. Your relationship with CELEVIDEOS is non-exclusive, meaning that you may provide similar services to third parties, including CELEVIDEOS’s competitors, and you may engage in other business or employment activities. Similarly, we can and do engage third parties to provide services similar to those that you may provide under these Terms.

## **8. Termination and Reservation of Rights**

You may cancel or deactivate your account at any time by contacting a member of the CELEVIDEOS team at [talentsuccess@Celevideos.com](mailto:talentsuccess@Celevideos.com). We reserve the right to modify or terminate access to our CELEVIDEOS™ Services Platforms to any person, including you, at any time, for any reason, without notice, in our sole discretion, and without any liability to you. If you violate any of these Terms, your permission to use our CELEVIDEOS™ Services Platforms automatically terminates. If we terminate your access to CELEVIDEOS™ Services or you deactivate your account, your profile, videos, photos, audio, comments, and all other Content will no longer be accessible through your account, but may persist and appear within the CELEVIDEOS™ Services (e.g., if your Content has been re-shared by others). Upon termination, all licenses and other rights granted to you in these Terms will immediately cease.

## **9. Disclaimers and Limitations on our Liability**

- 9.1. You acknowledge and agree that your use of our CELEVIDEOS™ Services Platforms is at your own risk and that our CELEVIDEOS™ Services Platforms are provided on an “as is” and “as available” basis. To the extent permitted by applicable law, the CELEVIDEOS Parties disclaim all warranties, conditions, and representations of any kind, whether express, implied, statutory, or otherwise, including those related to merchantability, fitness for a particular purpose, non-infringement, and arising out of course of dealing or usage of trade.
- 9.2. In particular, the CELEVIDEOS Parties make no representations or warranties about the accuracy or completeness of content available on or through our CELEVIDEOS™ Services Platforms or the content of any social media platform or third-party website linked to or integrated with our CELEVIDEOS™ Services Platforms. You acknowledge and agree that the CELEVIDEOS Parties, including its officers, employees, or agents, will have no liability for any: (i) errors, mistakes, or inaccuracies of Content; (ii) personal injury, property damage, or other harm of any nature whatsoever, resulting from your access to or use of our CELEVIDEOS™ Services Platforms; (iii) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein, or user data; (iv) any interruption or cessation of transmission to or from our CELEVIDEOS™ Services Platforms; (v) any bugs, viruses, trojan horses, or the like that may be transmitted on or through our CELEVIDEOS™ Services Platforms by any third party; or (vi) any errors or omissions in any content, or for any damages, losses, costs, expenses, or liabilities of any kind incurred as a result of any content or the use of any content posted, e-mailed, transmitted, or otherwise shared through our CELEVIDEOS™ Services Platforms.
- 9.3. You acknowledge and agree that any material or information downloaded or otherwise obtained through our CELEVIDEOS™ Services Platforms, including a User request, is done at your own risk and that you will be solely responsible for any damages, losses, costs, expenses, or liabilities arising from or in connection with doing so. No advice or information, whether oral or written, obtained by you from us or through our CELEVIDEOS™ Services Platforms, including through a CELEVIDEOS Video, will create any warranty not expressly made by us. The CELEVIDEOS Parties shall have no liability for errors appearing on display or on CELEVIDEOS™ Services Platforms. CELEVIDEOS’s platforms logs shall constitute the official record of all transactions, and all decisions based on such logs shall be final.
- 9.4. You acknowledge and agree that when using our CELEVIDEOS™ Services Platforms, you will be exposed to content from a variety of sources, and that CELEVIDEOS is not responsible for the accuracy, usefulness, safety, legality, or intellectual property rights of or relating to any such content. You further understand and acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, objectionable, or harassing, and you agree to waive, and do hereby waive, any legal or equitable rights or remedies you have or may have against any CELEVIDEOS Party with respect thereto.
- 9.5. To the fullest extent permitted by applicable law, you acknowledge and agree that in no event will any CELEVIDEOS Party, including its officers, employees, or agents, be liable to you or to any third party for any indirect, special, incidental, punitive, or consequential damages (including without limitation for loss of profits, revenue, or data) or for the cost of obtaining substitute products, the inability to use the CELEVIDEOS™ Services Platforms, arising out of or in connection with these Terms, however caused, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not CELEVIDEOS has been advised of the possibility of such damages.
- 9.6. To the maximum extent permitted by applicable law, our total cumulative liability to you or any third party under these Terms, including from all causes of action and all theories of liability, will be limited to and will not exceed the fees actually received by CELEVIDEOS from you during the twelve (12) months preceding the claim giving rise to such liability.
- 9.7. Certain jurisdictions do not allow the exclusion or limitation of certain damages. If those laws apply to you, some or all of the above exclusions or limitations may not apply to you, and you might have additional rights.
- 9.8. You agree that the limitations of damages set forth above are fundamental elements of the basis of the

bargain between CELEVIDEOS and you.

#### **10. Indemnification**

You agree to indemnify, defend, and hold harmless CELEVIDEOS and its parents, subsidiaries, affiliates, officers, employees, directors, shareholders, agents, partners, and licensors (each, a “CELEVIDEOS Party, “ and collectively, “CELEVIDEOS Parties”) from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including reasonable attorneys’ fees and costs) of any kind or nature, arising from, out of, in connection with, or relating to: (a) these Terms; (b) use of our CELEVIDEOS™ Services Platforms; (c) your negligence, misconduct, or fraud; (d) any action or inaction by you or anyone acting on your behalf; (e) any Organization or Affiliated Talent; (f) any Charity; (g) your status as a parent or legal guardian of a Talent User; (h) Talent Content; or (i) Feedback. CELEVIDEOS may select counsel and control the defense of any claim that you are indemnifying. You will reasonably cooperate with us in connection with any claim.

#### **11. Changes to these Terms**

CELEVIDEOS reserves the right to amend these Terms at any time without notice, and it is your responsibility to review these Terms for any changes. If we amend these terms, we will post the revised Terms on our CELEVIDEOS™ Services platforms and update the “Last Updated” date at the top of these Terms. The revised Terms will be effective immediately if you accept them (e.g., by agreeing when you create an account or login to an existing account, or using or continuing to use our CELEVIDEOS™ Services platforms after the revised Terms have been posted); otherwise, they will be effective thirty (30) days after posting. Your use of the CELEVIDEOS™ Services following any amendments to these Terms will signify your assent to and acceptance of its updated terms.

#### **12. Ability to Accept Terms of Service**

You affirm that you are either more than eighteen (18) years of age or an emancipated minor, or at least sixteen (16) years old, and, if between sixteen (16) and eighteen (18) years old, possess parental or legal guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide and comply with these Terms. In any case, you affirm that you are over the age of sixteen (16), as the CELEVIDEOS™ Services are not intended for people under sixteen (16) years of age.