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Site Terms of Service

Last Updated: April 14, 2021

This Site Terms of Service Agreement (“Terms”) governs your use of the Cafecito® marketplace platform offered by Cafecito Networks L.L.C App, Inc., doing business as Cafecito (“we”, “us”, or “Cafecito”), including our website (Cafecito.com), mobile application (“App”), and services we provide through them (collectively, the website, App, and services referred to as our “Site”). “You” refers to you as a user of the Site.

These Terms apply to users of, including visitors to, our Site. Use of our Site is also subject to our current Acceptable Use Policy. Your use of our Site as a Talent User (defined below) is governed by the Talent Terms of Service. (“Talent Terms”).

PLEASE READ THESE TERMS CAREFULLY. By using our Site or otherwise indicating your acceptance (for example, 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 Site.

ARBITRATION NOTICE: Section 17 of these Terms contains provisions governing how claims that you and Cafecito have against each other are

resolved, including any claims that arose or were asserted prior to the “Last Updated” date at the top of these Terms. It contains an arbitration agreement that will, with limited exceptions, require disputes between you and Cafecito to be submitted to binding and final arbitration. Unless you opt out of the arbitration agreement as described in Section 17: (1) you may pursue claims and seek relief against us only on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding; and (2) you waive your right to seek relief in a court of law and to have a jury trial on your claims.

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1. **Cafecito Marketplace**

By creating an account on our Site, you agree to provide true, accurate, current, and complete information. You agree not to create a Site account using a false identity or providing false information or if you have previously been removed or banned from our Site. You are responsible for maintaining

the confidentiality of your Site account information, including your username and password. You are responsible for all activities that occur on or in connection with your Site account and you agree to notify us immediately of any unauthorized access or use of your Site 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 Site account.

2. Cafecito Videos

1. Through our Site, you may obtain personalized videos (“Cafecito 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 Cafecito Video that is personalized for you or a third party that you identify as a recipient (“Recipient”).
2. You acknowledge and agree that the Talent User has sole discretion to determine how to fulfill your request and the content of the Cafecito Video created, and may not follow your request exactly. We reserve the right to reject any request at our sole discretion. The Talent User has up to seven days (at our sole discretion) to fulfill or decline 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.
3. Cafecito Videos are licensed, not sold. You are buying the right (or license) to use it, not the actual Cafecito Video itself.
4. Subject to your payment in full, the Talent User hereby grants to you the following limited rights to use the Cafecito Video (other than a Business Cafecito 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, revocable license to use, reproduce, distribute, and publicly display that Cafecito Video, in any and all media (for example, on social media platforms), whether now known or hereafter invented or devised.
5. You may not sell, resell, commercialize, or encumber your rights in any Cafecito Offering, including creating a non-fungible token (“NFT”) from any Cafecito Offering except as agreed by Cafecito in writing. You may sublicense your rights in a Cafecito Video only to the extent necessary for you to use the Cafecito Video as permitted under these Terms (for

example, sharing it (if it is not a Business Cafecito 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).

6. You may use a Cafecito Video only in accordance with these Terms, which includes our 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 Cafecito Video from our Site at any time for any reason without any notice to you.

3. Business Cafecito Videos

1. Some Talent Users in the United States may offer Cafecito Videos for the promotion of a Recipient that is a single U.S. commercial entity, brand, or business ("Business") through our Site (each, a "Business Cafecito Video"). Except as noted, each Business Cafecito Video is a Cafecito Video under these Terms. When you submit a request for a Business Cafecito 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, and any other requested information.
2. Subject to your payment in full, the Talent User hereby grants to you the following limited rights to use the Business Cafecito Video **solely for the reasonable promotional purposes of the Business for 30 days from the date the Business Cafecito Video is sent by Cafecito to you** (and for any additional periods that have been agreed), subject to these Terms:
 1. a non-exclusive, royalty-free, fully paid, worldwide, sublicensable, revocable license to use, reproduce, distribute, and publicly display that Business Cafecito Video only on or in one of the following (as designated at the time of the request): (A) one website wholly-owned, operated, and controlled by the Business; (B) one social media account, 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, along with the right to advertise and promote the display of the Business Cafecito Video on the social media account through advertising only on the applicable social media platform; (C) one communication sent through a

Business-operated and controlled channel of communication (such as an email blast or text message); (D) if the Business has fewer than 1,000 employees, one event conducted and operated by the Business (for example, a company-wide meeting).

3. You may sublicense your rights in a Business Cafecito Video only to the extent necessary for you to use the Business Cafecito Video as permitted under these Terms (for example, posting it on a website or social media account as set forth in this section 3.b.).

No other use is authorized under these Terms. To request other uses (for example, additional time; use on additional websites, social media accounts, or communications; the ability to add a Business name or logo as a watermark, etc.), contact us at Coming Soon

4. Business Cafecito Video Representations and Warranties: You represent and warrant that:
 1. the Business is located, and operates, in the U.S. and the Business Cafecito Video will be directed to a U.S. audience;
 2. any information provided to Talent is factually correct and not misleading and is not disparaging or defamatory;
 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 Business Cafecito Video; and
 4. you have all rights necessary (including from the Business) to request a Business Cafecito Video on behalf of the Business, to agree to these Terms on behalf of the Business, and to request and use the Business Cafecito 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:

1. Cafecito will not be liable or responsible for any Cafecito Video or other offering requested by you or any Submission (defined below) you make;

2. you have no expectation of privacy with respect to any Cafecito 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;
3. the Cafecito watermark on each Cafecito Video must remain intact and you agree not to edit, change, modify, cover, or remove the watermark from any Cafecito 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 Cafecito Video or assist or encourage any third party to do so;
4. if you breach any provisions of these Terms, we terminate your access to our Site, or we remove or ban you (or any Site account you created or control), your license to use any Cafecito Video, or other offering under these Terms terminates and you must: promptly remove all copies of any Cafecito 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
5. without limiting any of our rights, any request you submit through our Site may be rejected by us or by a Talent User; if that happens more than once, we may terminate your access to our Site, remove or ban you (and any Site account you created or control), or take other appropriate action in Cafecito's sole discretion, including terminating your license to use any Cafecito Video or other offering under these Terms and requiring you to take the actions outlined in Section 4.d.

5. Additional Terms

Some products or services offered through the Site 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.

6. Eligibility

1. Age: You must be at least 16 years old to use our Site.
2. Eligibility Representations and Warranties: You represent and warrant that:

1. you have not been prohibited from using or accessing any aspect of our Site by us or pursuant to any applicable law or regulation;
 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;
 3. you (and any Site account that you created or control) have not been previously banned or removed from our Site for any reason; and
 4. you are not a convicted sex offender.
3. **Export Control:** You may not use, export, import, or transfer any part of our Site except as authorized by U.S. law, the laws of the jurisdiction in which you use or access our Site, 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 Site, 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 Site for any purpose prohibited by law. You acknowledge and agree that products, services, and technology provided by Cafecito 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 Cafecito products, services, or technology, either directly or indirectly, to any country in violation of those laws and regulations.

7. Fees and Payment

1. **Fees:** The fee for a Cafecito Video or other offering is specified on the Talent User's booking page on our Site 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, including any applicable service, transaction, or processing fees.
2. **Currency:** All transactions are in U.S. dollars ("USD") unless otherwise specified at point of purchase.

3. Payment: You may request a Cafecito 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 Cafecito 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 Cafecito Video and no refunds will be issued.

1. App for iOS: If a Talent User rejects your request for a Cafecito Video or the Cafecito Video is not provided, your Cafecito 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. If, when you make a purchase while logged into your Cafecito 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. 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, Cafecito 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 Cafecito and are subject to change at any time.

2. Website and App for Android: By providing your payment information, you agree that Cafecito 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.
3. In addition, if the offering permits (e.g., Cafecito Videos on Cafecito.com), you may choose to designate an additional amount as a “tip” to the Talent User who fulfilled your request. You acknowledge that Cafecito 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.
4. Cafecito reserves the right (but is under no obligation) to cancel your Cafecito Video request if: (i) your payment method is declined; or (ii) you have previously been banned or removed from our Site for any reason. Cafecito 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 Site or by other notice to you.
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 support@getcafecito.com. We have the sole discretion to determine how billing disputes between us will be resolved.

8. Ownership

1. You acknowledge and agree that each Cafecito Video or other offering from a Talent User is owned by the Talent User who created it.
2. We or our licensors own all right, title, and interest in and to: (i) our Site and the “look and feel” of our Site, including all software, ideas, processes, data, text, media, and other content available on our Site (individually, and collectively, “Cafecito Content”); and (ii) our trademarks, logos, and brand elements (“Marks”). Our Site, Cafecito 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.
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 Site, developing and improving our products and services, and advertising, marketing, and promoting our Site 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 Cafecito, whether through our Site, 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. Cafecito 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.

4. We may, for any reason, refuse to accept or transmit a Submission or refuse to remove a Submission from our Site. 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 Site, remove or ban you (and any Site account you created or control), or take other appropriate action in our sole discretion for violation of these Terms.
5. Cafecito desires to avoid the possibility of future misunderstandings if a project developed by any Cafecito 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 Cafecito has no obligation (including no obligation of confidentiality or privacy) with respect to that Feedback, and you grant to Cafecito 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. 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.

9. Copyright and Intellectual Property Policy

1. Digital Millennium Copyright Act Notice: We respond to notices of alleged copyright infringement and terminate access to our Site for repeat infringers. If you believe that materials on our site infringe copyright, please send the following information to the Copyright Agent named below:
 1. your address, telephone number, and email address;
 2. a description of the work that you claim is being infringed;
 3. a description of the material that you claim is infringing and are requesting be removed along with information about where it is located;
 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.”;
 5. an electronic or physical signature of the copyright owner (or a person authorized to act for the copyright owner); and
 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.

10. Privacy

Your privacy is important to us. Our Privacy Policy explains how we collect, use, and share personal information and other data. By using our Site, you agree to our Privacy Policy.

11. Third Party Content and Interactions

1. Our Site may contain features and functionalities that link to or provide you with access to third party content, that is completely independent of Cafecito, including Cafecito 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 Site 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 Site or otherwise. However, you agree not to contact or interact with any Talent User except as expressly permitted through our Site. You also agree that Cafecito may, in its sole discretion, intercede in any dispute and you will reasonably cooperate with Cafecito if it does so. You acknowledge and agree that we are 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. You hereby release each Cafecito 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 Site. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 (AND ANY OTHER SIMILAR APPLICABLE STATE STATUTE), WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY".
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 Site 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 Cafecito Video will be given to the Charity. Those arrangements are strictly between the Talent User and the Charity. Cafecito 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 Cafecito). Unless expressly stated, Cafecito does not control and makes no warranties about the Charity or any donation to the Charity.

12. Links

Our Site 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.

13. Changes to our Site

You acknowledge and agree we may change or discontinue any aspect of our Site at any time, without notice to you

14. Termination and Reservation of Rights

You may cancel your Site account at any time by contacting a member of the Cafecito team at support@getcafecito.com. We reserve the right to terminate access to our Site to any person, including you, at any time, for any reason, in our sole discretion. If you violate any of these Terms, your permission to use our Site automatically terminates.

15. Indemnification

You agree to indemnify, defend, and hold harmless Cafecito and its parents, subsidiaries, affiliates, officers, employees, directors, shareholders, agents, partners, vendors, and licensors (each, a “Cafecito Party,” and collectively, “Cafecito 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 Site. Cafecito 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.

16. Disclaimers and Limitations on our Liability

- 1. You acknowledge and agree that your use of our Site is at your own risk and that our Site is provided on an “as is” and “as available” basis. To the extent permitted by applicable law, the Cafecito 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.**
- 2. In particular, the Cafecito Parties make no representations or warranties about the accuracy or completeness of content available on or through our Site or the content of any social media platform or third party website linked to or integrated with our Site. You acknowledge and agree that the Cafecito Parties will have no liability for any: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury, property damage, or other harm resulting from your access to or use of our Site; (iii) any unauthorized access to or use of our servers, any personal information, or user data; (iv) any interruption of transmission to or from our Site; (v) any bugs, viruses, trojan horses, or the like that may be transmitted on or through our Site; or (vi) any damages, losses, costs, expenses, or liabilities of any kind incurred as a result of any content posted or shared through our Site.**
- 3. You acknowledge and agree that any material or information downloaded or otherwise obtained through our Site, including any Cafecito 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 Site, including through a Cafecito Video, will create any warranty not expressly made by us.**
- 4. You acknowledge and agree that when using our Site, you will be exposed to content from a variety of sources, and that Cafecito 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 Cafecito Party with respect thereto.

5. To the fullest extent permitted by applicable law, you acknowledge and agree that in no event will any Cafecito Party be liable to you or to any third party for any indirect, special, incidental, punitive, or consequential damages (including for loss of profits, revenue, or data) or for the cost of obtaining substitute products, 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 Cafecito has been advised of the possibility of such damages.
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 Cafecito from you during the 12 months preceding the claim giving rise to such liability.
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.
8. You agree that the limitations of damages set forth above are fundamental elements of the basis of the bargain between Cafecito and you.

17. Arbitration Agreement and Waiver of Certain Rights

1. Arbitration: You and Cafecito agree to resolve any disputes between you and Cafecito through binding and final arbitration instead of through court proceedings. You and Cafecito each hereby waive any right to a jury trial of any controversy, claim, counterclaim, or other dispute arising between you and Cafecito relating to these Terms or our Site (each a "Claim," and collectively, "Claims"). Any Claim will be submitted for

binding arbitration in accordance with the Rules of the American Arbitration Association (“AAA Rules”). The arbitration will be heard and determined by a single arbitrator. The arbitrator’s decision will be in writing, will include the arbitrator’s reasons for the decision, will be final and binding upon the parties, and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs, or other documents submitted or exchanged, any testimony or other oral submissions, and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

2. Costs and Fees: If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Cafecito will pay as much of the administrative costs and arbitrator’s fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.
3. No Preclusions: This arbitration agreement does not preclude you or Cafecito from seeking action by federal, state, or local government agencies. You and Cafecito each also have the right to bring any qualifying Claim in small claims court. In addition, you and Cafecito each retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request will not be deemed to be either incompatible with these Terms or a waiver of the right to have disputes submitted to arbitration as provided in these Terms.
4. No Class Representative or Private Attorney General: You and Cafecito each agree that with respect to any Claim, neither may: (i) act as a class representative or private attorney general, or (ii) participate as a member of a class of claimants. You agree that no Claim may be arbitrated on a class or representative basis. The arbitrator can decide only individual Claims (whether brought by you or Cafecito). The

arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

5. **Severability/No Waiver/Survival**: If any provision of this Section 17 is found to be invalid or unenforceable, 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 and the remainder of this Section 17 will continue in full force and effect. No waiver of any provision of this Section 17 will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver will not waive or affect any other provision of these Terms. This Section 17 will survive the termination of your relationship with Cafecito.
6. **30-Day Opt-Out Right**: You have the right to opt out of the provisions of this Arbitration Agreement by sending, within 30 days after first becoming subject to this Arbitration Agreement, written notice of your decision to opt out to the following address: Your notice must include your name and address, any usernames, each email address you have used to submit your Cafecito Video requests or set up an account on our Site (if applicable), and an unequivocal statement that you want to opt out of this Arbitration Agreement. You agree that if you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
7. **LIMITATIONS**: **This Section 17 limits certain rights, including the right to maintain certain court actions, the right to a jury trial, the right to participate in any form of class or representative claim, the right to engage in discovery except as provided in AAA rules, and the right to certain remedies and forms of relief. In addition, other rights that you or Cafecito would have in court may not be available in arbitration.**
18. **Other Provisions**
 1. **Force Majeure**: Under no circumstances will any Cafecito 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, 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 Cafecito Party.

2. Choice of Law and Jurisdiction: These Terms will be governed by and construed in accordance with the laws of the State of Illinois, 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 Site will be filed only in the state or federal courts located in Chicago, Illinois. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.
3. Severability: If any provision of these Terms is found to be invalid or unenforceable, 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 of any other provision.
4. No Waiver or Amendment: The failure by Cafecito to enforce any right or provision of these Terms will not prevent Cafecito from enforcing such right or provision in the future and will not be deemed to modify these Terms.
5. Assignment: Cafecito may, at any time, assign its rights and obligations under these Terms, including to an affiliated entity or in connection with a sale of assets, merger, acquisition, reorganization, bankruptcy, other transaction, or by operation of law.
6. Miscellaneous: The term “including” in these Terms will be interpreted broadly and will mean “including, without limitation.” Titles are for convenience only and will not be considered when interpreting these Terms.

19. Changes to these Terms

We may change these Terms. If we do, we will post the revised Terms on our Site and update the “Last Updated” date at the top of these Terms. The revised Terms will be effective immediately if you accept them (for example, by agreeing when you create an account or login to an existing account, or using or continuing to use our Site after the revised Terms have been posted); otherwise, they will be effective 30 days after posting.

Additional Site Terms

PLEASE READ THE FOLLOWING CAREFULLY. By using the product or service, you agree to the applicable additional terms that apply (which are Additional Terms as described in Section 5 of the Site Terms of Service (“Site Terms”)). These Additional Terms will be governed by, and are incorporated into, the Site Terms. Terms that are defined in the Site 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 Site and updating the “Last Updated” date. The revised Additional Terms will be effective immediately. By using or continuing to use this product or service, you represent and warrant that you have read, understand, and agree to these Additional Terms.

1. **Deleting the App from your device will not cancel your subscription to a Paid Feature.**
2. **Acknowledgement**

You acknowledge and agree that:

1. the Talent User and other Users who subscribe to a Fan Club will see your profile page, Messages, and username; therefore, such information will not be private and you should not share or disclose any personal, private, or sensitive information relating to you or a third party;
2. you hereby grant to each other User (subject to such User’s payment in full) and to the Talent User the following limited rights to use your Messages **solely for their own personal, non-commercial, and non-promotional purposes**, subject to these Additional Terms: a non-exclusive, royalty-free, fully paid, worldwide, sublicensable, revocable license to use, reproduce, distribute, and publicly display that Message **only on social media platforms and personal websites; in text and email messages; and in other personal storage media**; and, (subject to your payment in full) you may use Messages created by other Users and the Talent User in the same manner; in addition, you

hereby grant to the Talent User the right to use your Messages to reasonably promote their participation on our Site;

3. by subscribing to any Paid Feature, you agree to the terms applicable to that feature;
4. each Message you create is a Submission under the Site Terms;
5. each Message is subject to the Acceptable Use Policy/Community Guidelines and you may not, among other things:
 1. violate, infringe, or misappropriate the intellectual property, privacy, publicity, moral or “droit moral,” or other legal rights of any third party; or
 2. communicate anything that is, or that incites or encourages action that is, explicitly or implicitly illegal, abusive, harassing, threatening, hateful, racist, derogatory, harmful to any reputation, pornographic, indecent, profane, obscene, or otherwise objectionable;
6. if you believe that a User, Talent User, or Fan Club activity has violated the Acceptable Use Policy/Community Guidelines, you will promptly notify Cafecito in writing at support@getcafecito.com
7. Cafecito may monitor any Fan Club activity and Messages, and Cafecito retains the right, in its sole discretion, to cancel any Fan Club membership; and
8. Cafecito will not be responsible or liable for any Submission (including any Message from a User) or any Talent Content (including any Message or other content from a Talent User).

Cafecito LIVE AND GAMING ADDITIONAL SITE TERMS

Last Updated: November 18, 2020

1. Cafecito Live and Gaming Events

A Talent User may offer you the opportunity to participate in a Cafecito Live and Cafecito Gaming activity involving audio, video, or both (each, an “Event”).

1. The details of the Event will be specified on the Event booking page on the Site, including:
 1. the approximate length;

2. any limits on the number of or criteria for each User and other individuals included by a User who can participate in the Event (collectively, “Participants”), for example, a maximum number of Participants per Event or per login/video screen;
 3. any booking fee;
 4. scheduling details (for example, Talent User’s availability, specific dates and times, etc.);
 5. the hosting or other platform specified by Cafecito; and
 6. any other limitations, restrictions, or information.
2. You acknowledge that each Event is subject to change in the date or details, or cancellation, in Cafecito’s sole discretion.
 3. You may not cancel, reschedule, substitute, return, or exchange an Event after booking and no refunds will be issued.
 4. Unlike a Cafecito Video, you may not record, use, publish, reproduce, distribute, display, post, or share any portion of the Event
 5. You will use any communication (for example, Discord, Zoom, Cafecito platform, etc.), calendar (for example, Calendly, Cafecito scheduling tool, etc.), or other platform, software, or app designated by Cafecito for the Event and will comply with any applicable terms and privacy policies **Please note that some platforms, software, or apps may require that you create your own account on the platform.** You will use any login or other information provided by Cafecito only to participate in the Event.
 6. You may end your participation in the Event at any time. Cafecito or the Talent User may end the Event at any time. If the Event is ended due to a violation of the Acceptable Use Policy, you will promptly notify Cafecito in writing at support@getcafecito.com.

2. **Payment**

You may book an Event by paying in full using a valid payment card through the applicable third party payment provider we select as set forth in the Site Terms.. **Your payment card will be charged at the time of booking.** If an Event does not take place, Cafecito will refund the booking fee.

3. Acknowledgement

You acknowledge and agree, and will notify each Participant that you include, that

1. any submission made by you or any Participant you include in connection with the Event (including any chat, comment, audio, image, video, idea, intellectual property, publicity rights, Feedback, review, photo, email, text, post, element, or other communication) (collectively, "Event Submission") is a Submission under the Site Terms;
2. Event Submissions will not be private and you and any Participant you include should not share or disclose any personal, private, or sensitive information relating to you or a third party;
3. in addition to the Site Terms, each Event Submission is subject to the Acceptable Use Policy and may not, among other things:
 1. violate, infringe, or misappropriate the intellectual property, privacy, publicity, moral or "droit moral," or other legal rights of any third party; or
 2. communicate anything that is, or that incites or encourages action that is, explicitly or implicitly: illegal, abusive, harassing, threatening, hateful, racist, derogatory, harmful to any reputation, pornographic, indecent, profane, obscene, or otherwise objectionable (including nudity);
4. in addition to the rights you grant under the Site Terms, you and any Participant that you include grant to Cafecito the exclusive (including exclusive as to you), royalty-free, fully paid, unlimited, universal, sublicensable (through multiple tiers of sublicenses), irrevocable license to use, publish, reproduce, record, modify, edit, and display your name, image, voice, appearance, performance, likeness, and Event Submission in connection with the Event, including advertising, marketing, promoting, republishing, rebroadcasting, and re-airing the Event;
5. Cafecito may record the Event and an Event Submission may be edited or modified (for example, add music or captions, capture screenshot or excerpts, or otherwise) and each Event Submission (for example, an edited or modified version thereof) may be included in a compilation with content from or featuring others;

6. each Event is subject to the Privacy Policy
7. if you believe that a Participant or an Event activity violates the Acceptable Use Policy, you will promptly notify Cafecito in writing at support@getcafecito.com
8. Cafecito may monitor any Event, and Cafecito retains the right, in its sole discretion, to cancel any Event or block any User; and
9. Cafecito will not be responsible or liable for any Event Submission or any Talent Content (including from another Participant or Talent User).

4. **Indemnification**

In addition to the indemnification in Section 15 of the Site Terms, you also agree to indemnify, defend, and hold harmless the Cafecito 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, including any arising from, out of, in connection with, or relating to: (a) the Event; (b) these Additional Terms; (c) any Participant; or (d) use of our Site.

Cafecito DIRECT

Last Updated: August 13, 2020

1. **Cafecito DIRECT**

2. A Talent User may offer you the opportunity to send a paid direct message to that Talent User as permitted through the Cafecito Direct feature in the App (if the feature is available), as indicated on the Talent User's profile page.
 1. You may send:
 1. a User-created message (for example, a message of up to a specified number of characters, a video file of up to specified size, etc.) (each such message, and any response sent through the Cafecito Direct feature, a "Message"); or
 2. a sticker from among a collection of images made available by Cafecito (each such image, a "Sticker").
 2. After you send a Message or Sticker, the Talent User may, but has no obligation to, respond. In addition, the Talent User may close out the thread at any time.

3. To send another Message or Sticker, you must pay the applicable price.
 4. You may not return or exchange a purchased Message or Sticker and no refunds will be issued.
- 3. Fees and Payment**
4. If a Talent User offers the Cafecito Direct feature, the price for each Message is displayed on the Talent User's profile page and on the purchase button in the App when you send the Message. The price for each Sticker is displayed in the Cafecito Direct feature. You agree to pay all amounts due in accordance with the payment terms in effect at that time.
- Acknowledgement**
5. You acknowledge and agree that:
 1. each Message you create is a Submission under the Site Terms
 2. each Message (whether created by you or the Talent User) is subject to the Acceptable Use Policy
 3. each Message from a Talent User is owned by the Talent User who created it, and subject to your payment in full, you have the right to use it **solely for your own personal, non-commercial, and non-promotional use** subject to these Terms: a non-exclusive, royalty-free, fully paid, worldwide, sublicensable, revocable license to use, reproduce, distribute, and publicly display that Message, in any and all media (for example, on social media platforms), whether now known or hereafter invented or devised; and
 4. Cafecito will not be liable or responsible for any Submission (including any Message or Sticker you send) or any Talent Content (including any Message from the Talent User).

Cafecito CALLS ADDITIONAL SITE TERMS

Last Updated: November 25, 2020

1. **Cafecito CALLS**
2. A Talent User may offer you the opportunity to participate in a Cafecito Calls real-time video chat (each, a "Call") using the App.
 1. The details of a Call will be specified on the Call booking page on the App, including:

1. the approximate length;
 2. any limits on the number of or criteria for you and other individuals included by you who can participate in the Call (collectively, "Participants"), for example, a maximum number of Participants per Call;
 3. any participation criteria;
 4. any booking fee; and
 5. any other conditions, limitations, restrictions, or information.
2. You will inform other Participants of these Additional Terms as they will be subject to these Additional Terms as Participants.
 3. You acknowledge that the Talent User has the sole discretion whether or not to participate in a Call.
 4. You may not reschedule, substitute, or exchange a Call after booking.
 5. You may end your participation in a Call at any time. Cafecito or the Talent User may end a Call at any time. If a Call is ended due to another's violation of the Acceptable Use Policy, you will promptly notify Cafecito in writing at support@getcafecito.com.
 6. Cafecito works with a third party technology partner, TBD to enable Calls. By booking a Call, you acknowledge and agree to (and you will notify other Participants of) its privacy policy and any other of its terms applicable to Calls. You will use any other communication, scheduling, or other platform, software, or app designated by Cafecito for Calls and will comply with any applicable terms and privacy policies.

3. **Payment**

1. You may book a Call by paying in full using a valid payment card through the applicable third party payment provider we select as set forth in the Site Terms.
2. **Your payment card will be charged at the beginning of the Call and is not refundable.**

4. **Acknowledgement**

5. You acknowledge and agree, and will notify other Participants, that:
 1. Cafecito may take a photo of you, other Participants and the Talent User during a Call ("Call Photo"), which will be made available to you at the end of that Call;

2. any submission made by you or other Participants in connection with the Call (including any chat, comment, audio, image, video, idea, intellectual property, publicity rights, Feedback, review, Call Photo and any other photo, email, text, post, element, or other communication) is a Submission under the Site Terms;
3. Submissions will not be private and you and other Participants should not share or disclose any personal, private, or sensitive information relating to you or a third party;
4. you **may not** record a Call in any way;
5. you and other Participants may use the Call Photo **solely for your and other Participant's own personal, non-commercial, and non-promotional purposes**. Any such use is (subject to these Additional Terms): a non-exclusive, royalty-free, fully paid, worldwide, sublicensable, revocable license to use, reproduce, distribute, and publicly display your Call Photo **only on social media platforms and personal websites; in text and email messages; and in other personal storage media**;
6. in addition to the Site Terms, each Submission is subject to the Acceptable Use Policy and may not, among other things:
 1. violate, infringe, or misappropriate the intellectual property, privacy, publicity, moral or "droit moral," or other legal rights of any third party; or
 2. communicate anything that is, or that incites, promotes, facilitates or encourages action that is, explicitly or implicitly: offensive, dangerous, gratuitously violent, defamatory, illegal (including illegal gambling, games of chance, sweepstakes, or contests), a violation of law or the rights of any third party, abusive, harassing, threatening, hateful, racist, derogatory, harmful to any reputation, pornographic, indecent, profane, obscene, or otherwise objectionable (including nudity);
7. you and other Participants grant to the Talent User the following limited rights to use the Call Photo **solely for their own personal, non-commercial, and non-promotional purposes** (subject to these Additional Terms): a non-exclusive, royalty-free, fully paid, worldwide, sublicensable, revocable license to use,

reproduce, distribute, and publicly display your Call Photo **only on social media platforms and personal websites; in text and email messages; and in other personal storage media;**

8. in addition to the rights you grant under the Site Terms, in connection with each Call you and other Participants grant to Cafecito:
 1. an exclusive (including exclusive as to you, but excluding the license granted to any platform or media as set out below), 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 use, publish, reproduce, record, modify, edit, and display your name, image, voice, appearance, performance, likeness, and Submission, including in or in connection with advertising, marketing, promoting, republishing, rebroadcasting, and re-airing the Call and the Call Photo;
 2. to any platform or media on which your Submission is stored, performed, recorded, republished, rebroadcast, re-aired, or displayed any rights necessary or required by the platform or media in order to store, perform, record, republish, rebroadcast, re-air, or display your Submission; and
 3. the right to record the Call and Call Photo and to edit or modify them and your Submission (for example, add music or captions, capture screenshot or excerpts, or otherwise). The recordings and your Submission (for example, an edited or modified version thereof) may be included in a compilation with content from or featuring others;
9. each Call is subject to the Privacy Policy;
10. if you believe that another Participant, Talent or a Call activity has violated the Acceptable Use Policy, you will promptly notify Cafecito in writing at support@getcafecito.com
11. Cafecito may monitor any Call, and Cafecito retains the right, in its sole discretion, to cancel any Call or block any User; and

12. Cafecito will not be responsible or liable for any Submission or Talent Content (including from another Participant or Talent User).

6. Indemnification

In addition to the indemnification in Section 15 of the Site Terms, you also agree to indemnify, defend, and hold harmless the Cafecito 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) the Call; (b) the Call Photo; (c) other Participants; (d) these Additional Terms; or (e) use of our Site.

Cafecito CUSTOMER REFERRAL PROGRAM

Last Updated: April 13, 2020

These Additional Terms (which are Additional Terms as described in Section 5 of the Site Terms of Service ("Site Terms")) govern your use of the Customer Referral Program (defined below). "You" and "User" refers to you as a user of the Site and of the Customer Referral Program.

1. We provide each User who has created a Site account with a unique referral URL ("URL") that may be shared with the User's friends, family members, or other personal contacts and used by them when they create a User Site account for the first time, pursuant to the terms set out below ("Customer Referral Program").
2. Participation in the Customer Referral Program is limited to: (a) each User; and (b) User's friends, family members, or personal contacts who have never either: (i) purchased a Cafecito Video, DM, or Sticker (even without creating a Site account); or(ii) created a Site account. Employees, officers, directors, contractors, agents, and representatives of Cafecito may not participate.
3. For each eligible friend, family member, or personal contact who creates a User Site account for the first time using your URL (each, a "Referred User"), Cafecito will issue a one-time credit to the Referred User and, after the Referred User's first purchase of a Cafecito Video priced at the minimum amount specified or more, to you (each, a "Customer Referral Credit") as described below:

1. After the Referred User creates a Site account, Cafecito will issue a Customer Referral Credit to the Referred User's Site account (in approximately one or two business days); and
2. After the Referred User makes their first request on the Site for a Cafecito Video priced at the minimum amount specified or more (a Cafecito Video only; not a Cafecito Direct, Sticker, or merchandise) and that request is paid for and fulfilled (excluding any Cafecito Video for which a promo code was used and, at Cafecito's discretion, that was subject to a promotion), Cafecito will issue a Customer Referral Credit for that Referred User to the referring User's (your) account (in approximately one or two business days from the date on which the request for the Cafecito video was fulfilled).
4. Notwithstanding anything to the contrary contained in these Additional Terms, you acknowledge and agree that:
 1. a new User will not be one of your Referred Users under the Customer Referral Program and no Customer Referral Credit will be due to that new User or you if:
 1. your URL is not used when a new User creates a new Site account;
 2. your friend, family member, or personal contact has previously either purchased a Cafecito Video, DM, or Sticker (with or without creating a Site account) or created a Site account, (with or without another URL), whether or not, in either case, under the same or different name or email address, or otherwise; or
 3. anyone else has received or is receiving a Customer Referral Credit in connection with that friend, family member, or personal contact;
 2. and
 3. each new User may have only one referring User, and we are not obligated to pay more than one Customer Referral Credit to each Referred User for creation of a Site account or to pay a Customer Referral Credit to more than one referring User with respect to any Referred User.

5. Any Customer Referral Credit received from Cafecito will be maintained in your Site account and may be redeemed only for your purchase of a Cafecito Video, DM, or Sticker (not Cafecito merchandise) from our Site. If your Site account has a credit balance when you make a purchase while logged into your Site account, the balance will be redeemed for that purchase (until fully redeemed) and your payment card will be charged for any remaining portion of the purchase price; any remaining balance will remain in your Site account to be redeemed for your next purchase. If you have a credit balance in your Site account, you may not use a promo code and, at Cafecito's discretion, might not be able to participate in an offering that is subject to a promotion. A credit balance is not refundable, may not be redeemed for cash, cannot be transferred, cannot be used outside of the Site, and expires or extinguishes immediately when redeemed.
6. The Customer Referral Program may be used only for personal purposes and you may share your URL only with your personal connections. You may not advertise your URL or share it with anyone other than your friends, family, or other personal contacts. The Customer Referral Program cannot be used for any commercial purpose, including affiliate lead generation. The Customer Referral Program is void where prohibited by law.
7. You represent and warrant that when you share your URL with your personal connections, you will: (a) distribute it in a personal manner; (b) not distribute it in a bulk manner; and (c) not create or send any unsolicited commercial email or a "spam" message under any applicable law or regulation. Any sharing that does not meet these requirements is expressly prohibited and constitutes grounds for immediate termination of your Site account, including deletion of any Customer Referral Credits, and your participation in the Customer Referral Program. Any Site account created using a URL that was distributed through an unauthorized channel will not be valid and any Customer Referral Fees issued in connection with that Site account may be revoked.
8. We reserve the right to deactivate your Site account and any Referred User's Site account, cancel all related Customer Referral Credits, and seek repayment, if we determine, in our sole discretion, that either you

or the Referred User has: (a) tampered with the Customer Referral Program; (b) used (or attempted to use) the Customer Referral Program in a fraudulent, abusive, unethical, unsportsmanlike, or otherwise questionable or suspicious manner; (c) breached any of these Additional Terms; or (d) violated any law or regulation or infringed or violated the rights of any third party.

9. Credits do not expire, but the terms of the Customer Referral Program are subject to change at any time, for any reason, in our sole discretion. Cafecito reserves, at any time, for any reason, in its sole discretion to:
 1. suspend or terminate the Customer Referral Program;
 2. disqualify anyone from participating in the Customer Referral Program; and
 3. revoke, refuse to issue, or refuse to redeem any Customer Referral Credits that we suspect were generated through improper channels or in violation of these Additional Terms.
10. Without limiting the foregoing, we reserve the right to review and investigate activities undertaken in connection with the Customer Referral Program and suspend your Site account, revoke all Customer Referral Fees, or take other action in our sole discretion.
11. By participating in the Customer Referral Program, you agree to release and hold harmless Cafecito Parties from and against any and all economic liabilities, claims, damages, loss, harm, costs, or expenses, including property damage, that arise from or relate in any way to the Customer Referral Program. THIS SECTION 10 APPLIES ONLY TO ECONOMIC DAMAGES AND DOES NOT APPLY TO CLAIMS OF FRAUD OR PERSONAL INJURY.

BUY 2, GET \$20 PROMOTION

Last Updated: May 28, 2020

PLEASE READ THESE TERMS CAREFULLY. By participating in the Buy 2, Get \$20 Promotion (the "Promotion"), you, represent and warrant that you have read, understand, and agree to be bound by these Terms and the Cafecito Site Terms of Service. ("Site Terms"). Terms that are capitalized, but not defined, in these Terms, will have the meanings given to them in the Site Terms.

1. **Eligibility**

2. Open only to legal residents of the 50 United States (or the District of Columbia) who are 16 years of age or older and who have created a Site account on the Site, as set forth in the Site Terms.

Promotion Period

3. June 1, 2020 at 12:00:01 a.m. Central Standard Time (“CST”) through July 31, 2020 at 12:59:59 p.m. CST (“Promotion Period”).

- How it Works**
1. During the Promotion Period only, request two Cafecito Videos (including providing payment information), each priced at US\$40.00 or more, through your Site account.
 2. After both requests have been made during the Promotion Period, Cafecito will issue one, one-time credit of US\$20.00 (a “Credit”) to your Site account. One Credit per person and per Site account.
 3. Redeem your Credit for another Cafecito Video, Cafecito Direct, or Cafecito Sticker from our Site by December 31, 2020 at 12:59:59 pm CT. Credit may not be applied to Cafecito Merchandise. The Credit will be applied to your next transaction (until fully redeemed) and your payment card will be charged for any remaining portion of the purchase price; any remaining balance will remain in your Site account to be redeemed for your next purchase. If you have a Credit in your Site account, you may not use a promo code and, at Cafecito’s discretion, might not be able to participate in an offering that is subject to another promotion. A Credit balance is not refundable, may not be redeemed for cash, cannot be transferred, cannot be used outside of the Site, and expires or extinguishes immediately when redeemed. **Credit expires on December 31, 2020 at 12:59:59 pm CT.**

4. Cafecito reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion without notice. Cafecito reserves the right to discontinue the participation privileges including revoking/rescinding/voiding Credit of any person who engages in any fraudulent activity.
5. Except where prohibited, by participating in the Promotion, you agree to release and hold harmless Cafecito Networks L.L.C App, Inc. dba Cafecito, and its respective subsidiaries, affiliates, agents

and agencies, and the respective officers, directors and employees of each of the foregoing (collectively, the “Released Parties”) from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of the Credit, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors; (c) errors in the administration of the Promotion or the transmission, receipt or the processing of Cafecito Video purchases; (d) any defect in a Credit, delayed delivery of a Credit, or any inability to participate in all or any part of the Promotion; (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, by your participation in the Promotion or the receipt, acceptance, delivery, possession, use or misuse of the Credit (if applicable); (f) any typographical or other error in any printing or advertising relating to the Promotion or in the administration or execution of the Promotion; or (g) fraud by you or a third party.

Cafecito “PEP TALK” CHAMELEON COLD-BREW CARE PACKAGE WITH PURCHASE PROMOTION

Last Updated: August 13, 2020

Offer open only to persons who are legal residents of, and present in, one of the fifty (50) United States or the District of Columbia and valid starting on August 17, 2020 at 11:01 a.m. Central Time and ends August 23, 2020 at 11:59 p.m. Central Time (or while supplies last) (“Promotion Period”) up to the first 1,000 Cafecito videos purchased from participating talent, selecting the “pep talks” occasion, valued at \$25 or greater on talent’s booking page, subject to talent’s discretion to decline a request. Limit 5 per customer during the Promotional Period. Availability is limited and booking is not guaranteed. Cafecito is not responsible for fulfillment of Chameleon Cold-Brew care package. Eligible customers will receive via email a promo code and link to Chameleon Cold-Brew fulfillment site for fulfillment and customer service details. Not applicable for promotional requests. Void where prohibited by applicable law. Non-transferable. All product names, logos, and brands are property of their respective owners. Subject to Terms of Service and Privacy Policy.

ADDITIONAL SITE TERMS FOR POLITICAL Cafecito PRODUCTS

Last Updated: August 24, 2020

These terms are “Additional Terms” under Cafecito’s Site Terms of Service (“Site Terms,” together with the Acceptable Use Policy (“Acceptable Use Policy”), Talent Terms of Service, including Additional Terms, each as modified from time to time, collectively, “Terms of Service”). Except as set out below each Political Cafecito Product (defined below) will be subject to the Terms of Service, and, in particular, each Political Cafecito Live Event (defined below) will be subject to the Additional Cafecito Live Site Terms. Terms that are defined in the Terms of Service will have the same meaning in these Additional Terms. To the extent that these Additional Terms conflict with any other Terms of Service, these Additional Terms will govern with respect to the matters covered herein.

1. Political Cafecito Products.

1. A Talent User may offer you the opportunity to request Cafecito products or services intended to benefit a candidate, campaign, party, committee, platform, or partisan political cause (each, a “Political Committee,” and such products and services, collectively, “Political Cafecito Products”), specifically and solely including a Cafecito Video (each, a “Political Cafecito Video”) or a Cafecito Live Event (each, a “Political Cafecito Live Event”).
2. Because you will be making a non-refundable contribution to the Political Committee, you must meet all applicable requirements for such contributions, including:
 1. being a United States citizen or a lawful permanent resident of the United States; and
 2. meeting any other requirements established by the Political Committee, as set forth on the website of the Political Committee’s third-party payment processor.
3. You acknowledge and agree that:
 1. Cafecito may discontinue offering any Political Cafecito Product at any time, for any reason, in its sole discretion; and
 2. each Cafecito Political Product is excluded from:

1. any promotional offer or promo code; and
2. the Customer Referral Program.

2. Submissions.

1. Any materials or content you submit in connection with booking a Cafecito Political Product is a “Submission” under the Site Terms.
2. You are responsible for your Submission. In addition to the Site Terms, each Submission is subject to the Acceptable Use Policy and may not, among other things:
 1. provide any false, deceptive, or misleading information, including as to your identity, the identity of any Recipient, and the identity of anyone mentioned in your Submission;
 2. attempt to deceive, mislead, or induce the Talent User into making any false, misleading, defamatory, or untrue statements;
 3. impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
 4. violate, infringe, or misappropriate the intellectual property, privacy, publicity, moral or “droit moral,” or other legal rights of any third party; or
 5. communicate anything that is, or that incites or encourages action that is, explicitly or implicitly illegal, abusive, harassing, intimidating, threatening, violent, hateful, racist, disparaging, defamatory, derogatory, harmful to any reputation, pornographic, indecent, profane, obscene, or otherwise objectionable (including nudity).

3. Payment.

You acknowledge and agree that your payment for a Political Cafecito Product:

1. is a **non-refundable** contribution to the Political Committee, even if your request is not fulfilled;
2. is not a payment to Cafecito, but is instead a contribution to the Political Committee; and
3. will be made through the third-party payment provider designated by the Political Committee to receive contributions.

TEXT MESSAGING AND DISCLOSURES

Effective date: November 24, 2020

Cafecito offers various text messaging programs, which may include recurring, occasional, one-time, or limited-duration text messages.

Our text messaging programs are open only to legal residents of the United States who are 16 years of age or older. Your participation in a Cafecito text messaging program is subject to our Site Terms of Service (including, without limitation, the arbitration agreement and class action waiver) and Privacy Policy. If there is any inconsistency between the Site Terms and these Additional Terms, these Additional Terms will apply.

You may sign up for a text messaging program through our website or by otherwise providing your consent. You may need to confirm your consent by replying to an initial text message sent to you by Cafecito. The text messaging program may relate specifically to a purchase you have made or to a specific Cafecito promotion. By signing up, you agree to receive text messages from Cafecito related to that program, such as updates on a purchase, offers, deals, alerts, reminders, or other pertinent information.

Message and data rates may apply. Messages may be in SMS or MMS format and may be sent using an automatic telephone dialing system. Consent to receive text messages is not required as a condition of purchase. To stop transactional text messages from Cafecito, reply STOP to message received; to stop promotional text messages, text STOP TO 22636. If you reply or text STOP, you may receive a text message confirmation.

For help or additional information, email us at: support@getcafecito.com

If you change or deactivate your mobile number, you must promptly notify Cafecito by email at support@getcafecito.com to have your number removed.

Supported mobile operators: Certain mobile operators do not support text messaging services. If your mobile operator does not, you will not be able to receive text messages from Cafecito. In addition, pre-paid users may not be able to participate, so you should check with your

mobile service provider. Neither Cafecito nor a mobile operator is liable for delayed or undelivered messages.

Cafecito GIFT CARDS

Last Updated: February 24, 2021

1. Cafecito Gift Cards

These Additional Terms apply to only closed loop prepaid cards (each, a “Gift Card”) issued in electronic form by Cafecito Gifts, LLC, a Virginia limited liability company (“Issuer”), that are purchased by customers for use under Section 5 (Redemption). These Additional Terms do not apply to any other gift cards that may be issued or provided by Issuer, Cafecito Networks L.L.C App, Inc., or their respective affiliates, including at no charge, as a coupon, or as a promotion. As used in these Additional Terms, “Cafecito” refers to Cafecito Networks L.L.C App, Inc. and its affiliates, including Issuer.

2. Purchase of Gift Cards

A Gift Card is valid only if purchased from Issuer online at www.Cafecito.com/giftcards (“Gift Card Site”). Cafecito is not responsible for, and will not honor, any invalid Gift Card or balance that is incorrect, misrepresented, or invalid based on its Gift Card records.

3. Gift Card Amount Limitations

A customer may purchase a Gift Card with an opening balance between USD \$10 and USD \$500 as permitted on the Gift Card Site. A customer may not purchase multiple Gift Cards from Issuer in any single day in an aggregate amount over USD \$10,000.

4. Delivery and Activation

1. Delivery. All Gift Cards are electronic (as opposed to physical gift cards) and are delivered only by email; no shipping or processing fees apply. A Gift Card has no balance or value until payment has been received and the recipient activates the Gift Card (as described below). Cafecito is not responsible for any Gift Card that is undeliverable, not received or not activated, for any reason, including inaccurate delivery information (such as an inaccurate email address), spam filters on the recipient’s email, or otherwise.

2. Activation. A Gift Card is activated only after the recipient (who must have or create an account with Cafecito) completes the steps online at www.Cafecito.com/giftcards/redeem

5. **Redemption**

A Gift Card may be used only online at www.Cafecito.com or Cafecito's mobile application (collectively, "Site") for certain Cafecito Offerings.

1. Applicable Cafecito Offerings. A Gift Card may be used for Cafecito Videos (including Business Cafecito Videos), Cafecito DMs, Cafecito Stickers, and any other Cafecito Offerings identified by Cafecito in writing. A Gift Card may not be used for any other Cafecito Offering, including Political Cafecito Products, Cafecito Calls, Cafecito Live, Fan Club Subscription, or tips to a Talent User. The balance or value on a Gift Card cannot be used to purchase another Gift Card.
2. Balance. The price of each transaction paid for by the Gift Card will be debited against the balance on the Gift Card. If the price is greater than the balance, the purchaser must pay the difference. If the price is less than the balance, the unused portion will remain as a balance until it is redeemed and the balance of the Gift Card is decreased to zero, at which time the Gift Card will be deactivated and of no value (unless cash redemption is required by law).
3. Not Reloadable. A Gift Card cannot be reloaded, meaning funds may not be added to a Gift Card after it has been purchased.
4. Refusal to Accept. Cafecito may refuse to accept payment by a Gift Card if Cafecito determines that the Gift Card: has an invalid number; has a balance or value of zero; has not been activated; cannot be found within the Cafecito's system. Cafecito may also refuse to accept payment by a Gift Card if it suspects fraud, mistake, alteration, error in denomination, or a violation of any applicable law or regulation, its Terms, or these Additional Terms.

6. **No Implied Warranties**

A Gift Card is not a credit, debit, or a charge card. To the extent permitted by applicable law, Cafecito disclaims all warranties, conditions, and representations of any kind with respect to any Gift Card or the balance of any Gift Card, 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. To the fullest extent permitted by applicable law, in the event a valid Gift Card is non-functional, the sole remedy, and the sole liability of Issuer will be the replacement of that Gift Card.

7. **Other Terms**

1. No Expiration. While a Gift Card and its balance do not expire, the Gift Card will be deactivated when the balance is reduced to zero. Cafecito does not guarantee that Gift Cards or their value will be available at all times or at any given time. Cafecito does not guarantee that we will continue to offer Gift Cards for any particular length of time. Cafecito may suspend or terminate Gift Cards from time to time for any or no reason, in our sole discretion, and without advance notice or liability.
2. Nonrefundable; Not for Resale. A Gift Card may not be resold; resale or attempted resale is grounds for immediate cancellation of the Gift Card without compensation or further notice. A Gift Card is not refundable or redeemable for cash, except where required by law. A recipient of a Gift Card may not transfer or assign the Gift Card.
3. Lost or Stolen Gift Card. The purchaser and recipient are responsible for securing the activation, redemption, and/or access numbers for a Gift Card (collectively, "Access Information") and any Gift Card. Access Information may be used by anyone who obtains it. A lost or stolen Gift Card or Access Information will not be replaced. Cafecito is not responsible for any lost or stolen Gift Card or Access Information or any unauthorized use of a Gift Card or Access Information.
4. Endorsements. Your purchase of a Gift Card and the recipient's use of the Gift Card are subject to the Terms including the **Acceptable Use Policy/Community Guidelines** and you may not, among other things use a Gift Card in any manner that states or implies that any person, website, business, product, or service is endorsed or sponsored by, or otherwise affiliated with, a Cafecito.

5. Issuer may refuse, cancel, or hold for review any Gift Card, or any request to purchase, activate, or redeem a Gift Card, where it suspects fraud, mistake, alteration, error in denomination, or a violation of any applicable law or regulation, the Terms, or these Additional Terms.

8. Issuer Changes to Additional Terms

Issuer reserves the right to, and each holder or purchaser of a Gift Card agrees that Issuer may, at any time, change these Additional Terms, as permitted by applicable law, at its sole discretion. Such changes may make Gift Cards more or less desirable, effective, or functional. Current versions of these Additional Terms are accessible at <https://www.Cafecito.com/terms#giftcards>

9. Choice of Law

The choice of law provision of the Site Terms will not apply to these Additional Terms. Except as governed by federal law, these Additional Terms will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any conflict of laws rules or provisions.

10. Arbitration

Section 17 (Arbitration Agreement and Waiver of Certain Rights) of the Site Terms apply to the purchase and use of Gift Cards.

11. Contact Us

1. To check a Gift Card balance or value:
 1. visit www.Cafecito.com/dashboard
 2. email Issuer
 3. call Issuer toll-free at TBD
2. Note that the balance provided (whether online, by email or telephone) is an estimate only. In most cases, the price of each transaction will be debited immediately, but there may be times when the updated balance is delayed.
3. To contact us with other questions or for help with Gift Cards, email Issuer at support@getcafecito.com

Acceptable Use Policy

Last Updated: March 3, 2020

Your use of our Site (collectively, the Cafecito™ website, mobile application (“App”), and services we provide through them) is governed by this Acceptable Use Policy. Terms that are defined in the Site Terms of Service or Talent Terms of Service will have the same meaning in our Acceptable Use Policy.

You are responsible for your use of any Cafecito Video, your Site account, our Site, and any Submission (if you are a Site user) or Talent Content (if you are a Talent User). Our goal is to create a positive, useful, and safe user experience. To promote this goal, we prohibit certain kinds of conduct that may be harmful.

1. You represent and warrant that:

1. you will not use a false identity or provide any false or misleading information;
2. you will not create an account if you (or any Site account that you created or controlled) have previously been removed or banned from our Site;
3. you will not use or authorize the use of any Cafecito Video for any purposes other than: (i) the specific limited purposes set forth in the Site Terms; (ii) those set out in any applicable Additional Terms; or (iii) if you are a Talent User, those set out in any other written agreement; and
4. in connection with any Business Cafecito Video, you will not request (if you are a User) or fulfill a request for (if you are a Talent User): (i) a Business or any other Recipient that is the subject of any criminal action, or that is involved in, connected with or promotes illegal or unlawful activity, violence or hate speech; or (ii) disparages or defames any person, entity, brand, or business.
5. you will not:
 1. violate any law, regulation, or court order;
 2. violate, infringe, or misappropriate the intellectual property, privacy, publicity, moral or "droit moral," or other legal rights of any third party;

3. take any action (even if requested by another) that is, or submit, post, share, or communicate anything that is, or that incites or encourages, action that is, explicitly or implicitly: illegal, abusive, harassing, threatening, hateful, racist, derogatory, harmful to any reputation, pornographic, indecent, profane, obscene, or otherwise objectionable (including nudity);
 4. send advertising or commercial communications, including spam, or any other unsolicited or unauthorized communications;
 5. engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from our Site, including from any user of our Site;
 6. transmit any virus, other computer instruction, or technological means intended to, or that may, disrupt, damage, or interfere with the use of computers or related systems;
 7. stalk, harass, threaten, or harm any third party;
 8. impersonate any third party;
 9. participate in any fraudulent or illegal activity, including phishing, money laundering, or fraud;
 10. use any means to scrape or crawl any part of our Site;
 11. attempt to circumvent any technological measure implemented by us, any of our providers, or any other third party (including another user) to protect us, our Site, users, Recipients, or any other third party;
 12. access our Site to obtain information to build a similar or competitive website, application, or service;
 13. attempt to decipher, decompile, disassemble, or reverse engineer any of the software or other underlying code used to provide our Site; or
 14. advocate, encourage, or assist any third party in doing any of the foregoing.
2. For clarity, your use of any Cafecito Video includes use anywhere (on our Site or otherwise).

Investigations:

You acknowledge and agree that we are not obligated to monitor access to or use of our Site by you or third parties (including monitoring any Cafecito Video, Talent Content, Submission, or Feedback), but we have the right to do so to operate our Site; enforce this Policy or our Terms; or comply with applicable law, regulation, court order, or other legal, administrative, or regulatory request or process; or otherwise.

Talent Terms of Service

Last Updated: April 14, 2021

This Talent Terms of Service Agreement (“Terms”) governs your use as a talent user of the Cafecito™ marketplace platform offered by Cafecito Networks L.L.C App, Inc., doing business as Cafecito (“we”, “us”, or “Cafecito”), including our website (Cafecito.com), mobile application (“App”), and services we provide (collectively, the website, App, and services referred to as our “Site”). “You” and “Talent User” refer to you as a talent user of the Site.

These Terms apply solely to Talent Users of our Site. Use of our Site is also subject to our current Acceptable Use Policy. Any use by you of our Site other than as a Talent User is governed by the Site Terms of Service. (“Site Terms”).

PLEASE READ THESE TERMS CAREFULLY. By using our Site as a Talent User or otherwise indicating your acceptance (for example, 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 Site as a Talent User.

ARBITRATION NOTICE: Section 19 of these Terms contains provisions governing how claims that you and Cafecito have against each other are resolved, including any claims that arose or were asserted prior to the “Last Updated” date at the top of these Terms. It contains an arbitration agreement that will, with limited exceptions, require disputes between

you and Cafecito to be submitted to binding and final arbitration. Unless you opt out of the arbitration agreement as described in Section 19: (1) you may pursue claims and seek relief against us only on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding; and (2) you waive your right to seek relief in a court of law and to have a jury trial on your claims.

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1. Participation in the Cafecito Marketplace

1. **Registration**: In order to participate on our Site, you must register. By registering, 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 (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 Site account and your use of our Site. You agree not to create a Site 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 Site. You are responsible for maintaining the confidentiality of your Site account information, including your username and password. You are responsible for all activities that occur on or in connection with your Site account and you agree to notify us immediately of any unauthorized access or use of your Site 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 Site account.

1. 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 Site under the laws of 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 Site and will fully indemnify the Cafecito Parties (defined below) for any failure to do so.
2. 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 Site under the laws of 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 Cafecito Parties for any failure to do so.

3. 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: (A) 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; (B) neither the Organization nor the Affiliated Talent is barred from using our Site under the laws of 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 Cafecito Parties for any failure to do so. To register Affiliated Talent as an Organization, please contact support@getcafecito.com
2. Promotional Materials: At no cost to Cafecito, you will provide to us the following promotional materials ("Promotional Materials") within 72 hours of beginning the talent on-boarding process on our Site: (i) if you would like us to promote your participation on our Site, three high resolution images of yourself; (ii) your Site profile bio; and (iii) a promotional video of approximately :15 in length to let your fans know that they can book you on our Site. Please note that you will not be able to receive requests from Users until we receive your promotional video. From time to time we may request additional Promotional Materials from you for Cafecito's use to promote you on or in connection with our Site

or on any social media platform or third party website. Any other materials or photos of or concerning you that you approve for Cafecito's use will also be Promotional Materials under these Terms.

2. Cafecito Videos

1. From time to time, a user of our Site ("User") may request one or more video recordings (each, a "Cafecito Video") from you through our Site. While we hope you will fulfill a request within 48 hours of receiving it, you may have up to seven days (at Cafecito's sole discretion) to complete and upload the Cafecito Video. If you do not either: (i) accept the request and upload the Cafecito 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 Cafecito 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 Site one Cafecito Video.
2. Cafecito 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 Cafecito Video request.
3. Each Cafecito Video will be approximately :30 in duration and will follow the general directions and requests of the User (for example, birthday message, congratulatory message, or "Good luck!" message). You will have sole discretion over the script and content of any Cafecito Video, except that you agree: (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 Cafecito Video, unless otherwise requested by the User; and (ii) you will not state in the Cafecito Video that the Cafecito 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 happiest when at least the majority of their request is followed by a Talent User. If you complete a Cafecito 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. Business Cafecito Videos

If you are a resident of the United States, you may choose to offer Cafecito Videos for promotion of a U.S. commercial entity, brand, or business ("Business") through our Site (each, a "Business Cafecito Video"). Except as noted, each Business Cafecito Video is a Cafecito Video under these Terms.

4. Fees and Payment

1. Booking Fee: You set your own price for each Cafecito Video and any other offering you choose to make available through the Cafecito marketplace platform (e.g., Business Cafecito 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 the price you set (e.g., Booking Fee of US\$5.00 adjusted to US\$5.99; Booking Fee of US\$100.00 adjusted to US\$99.99). In addition, the Booking Fee for each Cafecito Video must be at least US\$5.00 (unless it is either US\$0.00 or as otherwise agreed in writing by Cafecito). The Booking Fee excludes any service, transaction, or processing fees paid to Cafecito.
2. Fees: Other than with respect to an expired request that you choose to fulfill (as set forth in Section 2(a)) and subject to these Terms, we will pay you 75% of the Booking Fee actually received by Cafecito for each Cafecito Video or other Cafecito product offering that you created and delivered to fulfill to a User's request that you accepted through our Site, except that in the case of a Booking Fee paid through the App, we will pay you 75% of the amount actually received by Cafecito 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 75% (unless a different percentage is agreed in writing by Cafecito) of any amount paid by a User via our Site as a "tip" (after subtracting any payment to or deduction by the application platform).
3. Fees and Payment Representations and Warranties: You represent and warrant that: (i) Cafecito Videos are not, and are not intended to be, covered by any guild, union, collective bargaining, management, agency, or similar agreement and there will be no residual or any other type of payment due from Cafecito to you, to any third party, guild,

union, management, or agent, or pursuant to any collective bargaining agreement, in connection with any Cafecito Video, payment from us to you, or our Site; (ii) Cafecito 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 Site; and (iii) Cafecito 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. Payment: You agree to register with the third party payment provider selected by Cafecito, which Cafecito may change in its sole discretion. You may not use a payment provider other than the one selected by Cafecito. You will provide the payment provider any information required in order to receive payments via the payment provider, e.g., information about the bank account that you own at a regulated financial institution. Any payments due to you from Cafecito will be made via the payment provider. If available, you may transfer funds from your Cafecito account to your bank account by submitting a payment request. Your request will be processed by the payment provider. If not available, Cafecito will submit the payment request, for processing by the payment provider. In addition, Cafecito may, in its sole discretion, transfer funds from your Cafecito account to your bank account especially in the case of account inactivity. **If you do not provide the payment provider with all required information, you may not be able to receive the payments due to you. Cafecito 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.** You acknowledge and agree that Cafecito 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). Cafecito will be responsible for fees, costs, and expenses incurred in connection with the payment provider selected by Cafecito. Unless otherwise agreed by Cafecito 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 Cafecito, 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 Site, 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.

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.
6. Fundraising: If you identify any entity on your booking page or elsewhere on our Site 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 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 Cafecito and the Charity, as we determine in our sole discretion.

5. Talent Referral Program

1. We offer Talent Users and others who register on our Site as a talent referral source (“Cafecito Partner”) the opportunity to provide their friends, families, or other personal contacts the unique referral code we provide you (“Code”) that a prospective talent user may use to apply to register as a talent user on our Site (“Referral Program”). **To participate in the Referral Program, you must agree to the following Talent Referral Program Terms (“Referral Terms”), as well as the rest of these Terms:**

Cafecito reserves the right to suspend or terminate the Referral Program or your participation in the Referral Program at any time for any reason. Without limiting the foregoing, we reserve the right to disqualify anyone from participating in the Referral Program at any time at our sole discretion. A violation of the Referral Terms may also result in the forfeiture of all Referral Fees (defined below) you earned through the Referral Program. We reserve the right to review and investigate activities undertaken in connection with the Referral Program and suspend your Site account, modify the Referral Fee, or take other action in our sole discretion.

2. Eligibility to participate in this Referral Program is limited to individuals who have registered an account on our Site as a Talent User or Cafecito Partner. The Referral Program cannot be used for affiliate lead generation or other commercial purposes. Employees, officers, directors, contractors, agents, and representatives of Cafecito may not participate in the Referral Program.
3. For every new user whose application to register as a Talent User on our Site using your Code is accepted in writing by Cafecito (“Referred Talent”), Cafecito will pay you, for one year, beginning as of the date that the Referred Talent first created an account as a Talent User on our Site using your Code, 5% of the Booking Fee actually received by Cafecito, except that in the case of a Booking Fee paid through the App, it is 5% of the Net App Booking Fee, for each Cafecito Video the

Referred Talent creates and delivers to fulfill a User's request accepted through our Site during that one-year period (excluding any Cafecito Video for which no revenue was earned, and, at Cafecito's discretion, any Cafecito Video to which a promotion applies or for which a promo code was used) ("Referral Fee"). The Referral Fee is based on the Booking Fee or Net App Booking Fee but is paid from Cafecito's share of the revenue (as described in Section 4.b) and will be paid as described in Section 4.d. Notwithstanding anything to the contrary contained in these Terms, you acknowledge and agree that if a new user does not use your Code when applying to register, has previously registered on our Site (with another code, under another name, or otherwise), has previously begun the on-boarding process for our Site, or if anyone else has received or is receiving a Referral Fee from us in connection with that user, no Referral Fee will be due to you. You further acknowledge and agree that each Referred Talent may have only one referring person or entity, and that we are not obligated to pay a Referral Fee to more than one referring person or entity with respect to any Referred Talent.

4. This Referral Program may be used only for personal purposes and you may share your Code only with your personal connections. You may not advertise your Code or share it with anyone other than your friends, family, or other personal contacts (for example, you may not share it on a social media channel). We reserve the right to revoke or refuse to issue any Referral Fees for Referred Talent that we suspect were generated through improper channels or otherwise in violation of these Referral Terms.
5. You represent and warrant that any messages you use to share your Code with your personal connections will: (i) be created and distributed in a personal manner; (ii) not be distributed in a bulk manner; and (iii) not be an unsolicited commercial email or a "spam" message under any applicable law or regulation. Any messages that do not meet these requirements are expressly prohibited and constitute grounds for immediate termination of your Site account and participation in this Referral Program. Registrations on our Site by a Talent User using a Code that was distributed through an unauthorized channel will not be

valid and any Referral Fees issued in connection with such transactions may be revoked.

6. We reserve the right to deactivate your Site account and any Referred Talent's Site account, cancel all related Referral Fees, and seek repayment, if we determine, in our sole discretion, that either you or the Referred Talent: (i) has tampered with this Referral Program; (ii) has used (or attempted to use) this Referral Program in a fraudulent, abusive, unethical, unsportsmanlike, or otherwise questionable or suspicious manner; (iii) has breached any of these Referral Terms; or (iv) has violated any law or regulation or infringed or violated the rights of any third party. We also reserve the right to cancel this Referral Program or change these Referral Terms at any time and for any reason in our sole discretion.
7. As of the effective date of these Terms and notwithstanding anything to the contrary herein, a Talent User may become an Affiliated Talent to an Organization, subject to Cafecito's prior approval, by: (i) confirming in writing, in the form provided by Cafecito, that the Organization is its representative; and (ii) the Organization registering the Talent User as its Affiliated Talent. The Organization will be deemed a Cafecito Partner and the Affiliated Talent will be deemed a Referred Talent under these Referral Terms. The Organization (as a Cafecito Partner) will be entitled to the Referral Fee set forth in Section 5.c as of the date the Talent User becomes an Affiliated Talent.
8. By participating in the Referral Program, you agree to release and hold harmless Cafecito Parties from and against any and all economic liabilities, claims, damages, loss, harm, costs, or expenses, including property damage, that arise from or relate in any way to the Referral Program. THIS SECTION 5.h APPLIES ONLY TO ECONOMIC DAMAGES AND DOES NOT APPLY TO CLAIMS OF FRAUD OR PERSONAL INJURY.

6. Talent Content

1. License Grant to Talent Content: Our Site allows you to upload, submit, store, send, transmit, approve, and receive content and data, including your Cafecito Videos and Promotional Materials (collectively, "Talent Content"). When you upload, submit, store, send, transmit approve, or receive Talent Content to or through our Site, 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 (for example, 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 Site, to develop and improve our products and services, and to advertise, market, and promote our Site, products, and services, and you agree that such Talent Content may, in Cafecito'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 Site. You agree that we may display advertising with or in connection with your Talent Content. You further acknowledge and agree that Cafecito has no obligation to you in connection with any advertising displayed on or in connection with our Site (including no obligation to share any revenue received by Cafecito as a result of any such advertising).

2. License Grant to Users:

1. For each Cafecito Video (other than a Business Cafecito 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 Cafecito Video, in each case, solely in accordance with the Site **Terms**, in any and all media, whether now known or hereinafter invented or devised (including social media channels and third party websites and platforms).
2. For each Business Cafecito Video, you hereby grant to User and the Business for up to 180 days from the date the Business Cafecito Video is sent by Cafecito to the User (and for any additional 180-day periods to which you agree):

1. a non-exclusive, royalty-free, fully paid, worldwide, sublicensable, revocable license to use, reproduce, distribute, and publicly display the Business Cafecito Video on or in: (A) one website wholly-owned, operated, and controlled by the Business; (B) up to four social media accounts, such as Facebook, Instagram, LinkedIn, SnapChat, TikTok, or Twitter, in each case, wholly-owned, operated, and controlled by the Business along with the right to advertise and promote the display of the Business Cafecito Video on a social media account through advertising only on the applicable social media platform; (C) one communication sent through a Business-operated and controlled channel of communication (such as an email blast or text message); (D) if the Business has fewer than 1,000 employees, one event conducted and operated by the Business (for example, a company-wide meeting); and (E) a compilation with content consisting of other Cafecito Offerings.
3. Right to Remove Cafecito Videos: You acknowledge and agree that we cannot restrict the use of your Cafecito 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 Cafecito 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 Cafecito to act as your agent in order to submit any DMCA notice or other demand with respect to your Cafecito Videos. You will promptly notify us if you learn that any Business Cafecito 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 Business Cafecito Video for any reason, including if the use exceeds the license in Section 1)a(ii) or otherwise violates the Site Terms.

4. Licenses: You may not sell, resell, commercialize, or encumber your rights in any Cafecito offering, including creating a non-fungible token (“NFT”) from any Cafecito offering (including Cafecito Videos) except as agreed by Cafecito in writing. Please note that the licenses granted in this Section 6 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 Business Cafecito 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 Site 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 6 are perpetual, meaning that the rights granted under these licenses continue even after you stop using our Site.
5. Talent Content Representations and Warranties: You represent and warrant that:
 1. you own all rights in and to your Talent Content and Feedback (defined below) and that you have the right to grant the rights described in these Terms;
 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;
 3. your agreement to, and provision of services under, these Terms does not violate any agreement that you may have with any third party;
 4. In connection with each Business Cafecito Video:
 1. you are a resident of the U.S.;
 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
 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 Business Cafecito Video.

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, or violate any law, regulation, or court order;
 6. you will not post or make publicly available any Cafecito Video that the User has requested not be posted to your booking page;
 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.
 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;
 9. you will not edit, change, modify, or remove the watermark from any Cafecito Video or assist or encourage any third party to do so;
 10. you will not ask us for permission or to assist you with the actions prohibited by Sections 6.e(vi) through 6.e(ix)); and
 11. except for a Cafecito 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 Cafecito Video unless asked by us to do so.
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 Site 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.

7. Refusal and Removal of Talent Content: We may refuse to accept or transmit Talent Content for any reason without notice to you. We may remove Talent Content from our Site for any reason without notice to you.
8. Cancellation of Site Account: If you cancel your Site account, you may, on at least three business days' advance written notice to us, request that we no longer include your Cafecito Videos on our Site and that we not make any new public use of them. As noted in Section 6.c, we have no obligation as to any use of your Cafecito 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).

7. Ownership

1. Other than Talent Content, we or our licensors own all right, title, and interest in and to: (i) our Site and the "look and feel" of our Site, including all software, ideas, processes, data, text, media, and other content available on our Site (individually, and collectively, "Cafecito Content"); and (ii) our trademarks, logos, and brand elements ("Marks"). Our Site, Cafecito Content, and Marks are each protected under U.S. and international laws. You may not duplicate, copy, or reuse any portion of Cafecito 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.
2. Cafecito desires 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 Cafecito has no obligation (including of confidentiality or privacy) with respect to your Feedback, and you grant to Cafecito 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.

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.

8. Additional Terms

Some products or services offered through the Site may have additional terms and conditions (“Additional Terms”). If Additional Terms apply, we will make them available for you to read 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 all or some of these Terms don’t apply.

9. Eligibility

1. Age: You must be at least 16 years old to use our Site. 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 Site only with permission from your parent or legal guardian.
2. National College Athletic Association (“NCAA”) and Other Amateur Organizations: If you are or may become subject to NCAA rules and regulations or those of any other association, group, authority or organization, you represent and warrant that you have checked the rules and regulations to verify and confirm that your participation on our Site does not or will not affect your current or future eligibility with respect to any such association, group, authority or organization.
3. Eligibility Representations and Warranties: You represent and warrant that:
 1. you have not been prohibited from using or accessing any aspect of our Site by us or pursuant to any applicable law or regulation;

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;
 3. if you include an animal in any Cafecito Video, you will cause no harm to the animal and will comply with all applicable laws and regulations;
 4. you (and any Site account that you created or control) have not been previously banned or removed from our Site for any reason; and
 5. you are not a convicted sex offender.
4. Export Control: You may not use, export, import, or transfer any part of our Site except as authorized by United States law, the laws of the jurisdiction in which you use or access our Site, 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 Site, 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 Site for any purpose prohibited by law. You acknowledge and agree that products, services, and technology provided by Cafecito 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 Cafecito products, services, or technology, either directly or indirectly, to any country in violation of those laws and regulations.

10. Copyright and Intellectual Property Policy

1. Digital Millennium Copyright Act Notice: We respond to notices of alleged copyright infringement and terminate access to our Site for repeat infringers. If you believe that your material has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below:

1. your address, telephone number, and email address;
2. a description of the work that you claim is being infringed;
3. a description of the material that you claim is infringing and are requesting be removed along with information about where it is located;
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”;
5. an electronic or physical signature of the copyright owner (or a person authorized to act for the copyright owner); and
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.

11. Privacy

Your privacy is important to us. Our explains how we collect, use, and share personal information and other data. By using our Site, you agree to our Privacy Policy.

12. Third Party Content and Interactions

Our Site may contain features and functionalities that link to or provide you with access to third party content, that is completely independent of Cafecito, including Cafecito 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, on or through our Site, are solely between you and the third party; however, Cafecito may, in its sole discretion, intercede and you will reasonably cooperate with Cafecito if it does so. You acknowledge and agree that Cafecito will not be responsible for any damages, losses, costs, expenses, or liabilities incurred as the result of such interactions, including any requests or Submissions from Users. You agree to contact Users about matters relating to our Site only through the Site. You hereby release each Cafecito 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 interactions or our Site. IF YOU ARE A CALIFORNIA

RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 (AND ANY OTHER SIMILAR APPLICABLE STATE STATUTE), WHICH PROVIDES: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

13. Business Relationship with Cafecito

1. You and Cafecito agree and declare you and Cafecito 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 Cafecito, 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.
2. You represent and warrant that as between Cafecito and you (whether a Talent User, parent or legal guardian of a Talent User, an Organization, Affiliated Talent, Cafecito 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 Site under these Terms.

3. You will use your own equipment to perform your obligations under these Terms.
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.
5. Your relationship with Cafecito is non-exclusive, meaning that you may provide similar services to third parties, including Cafecito'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.

14. Links

Our Site 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.

15. Changes to our Site

You acknowledge and agree we may change or discontinue any aspect of our Site at any time, without notice to you. You acknowledge and agree we may change or discontinue any aspect of our Site at any time, without notice to you.

16. Termination and Reservation of Rights

You may cancel your Site account at any time by contacting a member of the Cafecito team at support@getcafecito.com. We reserve the right to terminate access to our Site to any person, including you, at any time, for any reason, in our sole discretion. If you violate any of these Terms, your permission to use our Site automatically terminates.

17. Disclaimers and Limitations on our Liability

- 1. You acknowledge and agree that your use of our Site is at your own risk and that our Site is provided on an "as is" and "as available" basis. To the extent permitted by applicable law, the Cafecito 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.

2. In particular, the Cafecito Parties make no representations or warranties about the accuracy or completeness of content available on or through our Site or the content of any social media platform or third party website linked to or integrated with our Site. You acknowledge and agree that the Cafecito Parties will have no liability for any: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury, property damage, or other harm resulting from your access to or use of our Site; (iii) any unauthorized access to or use of our servers, any personal information, or user data; (iv) any interruption of transmission to or from our Site; (v) any bugs, viruses, trojan horses, or the like that may be transmitted on or through our Site; or (vi) any damages, losses, costs, expenses, or liabilities of any kind incurred as a result of any content or the use of any content posted or shared through our Site.
3. You acknowledge and agree that any material or information downloaded or otherwise obtained through our Site, 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 Site, including through a Cafecito Video, will create any warranty not expressly made by us.
4. You acknowledge and agree that when using our Site, you will be exposed to content from a variety of sources, and that Cafecito 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 Cafecito Party with respect thereto.

- 5. To the fullest extent permitted by applicable law, you acknowledge and agree that in no event will any Cafecito Party be liable to you or to any third party for any indirect, special, incidental, punitive, or consequential damages (including for loss of profits, revenue, or data) or for the cost of obtaining substitute products, 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 Cafecito has been advised of the possibility of such damages.**
- 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 Cafecito from you during the 12 months preceding the claim giving rise to such liability.**
- 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.**
- 8. You agree that the limitations of damages set forth above are fundamental elements of the basis of the bargain between Cafecito and you.**

18. Indemnification

You agree to indemnify, defend, and hold harmless Cafecito and its parents, subsidiaries, affiliates, officers, employees, directors, shareholders, agents, partners, and licensors (each, a “Cafecito Party, “ and collectively, “Cafecito 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 Site; (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; (i) Feedback; (j) your eligibility with the NCAA or any other association, group, authority, or

organization referenced in Section 9.b; or (k) your participation in the Referral Program. Cafecito 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.

19. Arbitration Agreement and Waiver of Certain Rights

1. Arbitration: You and Cafecito agree to resolve any disputes between you and Cafecito through binding and final arbitration instead of through court proceedings. You and Cafecito each hereby waive any right to a jury trial of any controversy, claim, counterclaim, or other dispute arising between you and Cafecito relating to these Terms or our Site (each a “Claim,” and collectively, “Claims”). Any Claim will be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association (“AAA Rules”). The arbitration will be heard and determined by a single arbitrator. The arbitrator’s decision will be in writing, will include the arbitrator’s reasons for the decision, will be final and binding upon the parties, and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.
2. Costs and Fees: If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Cafecito will pay as much of the administrative costs and arbitrator’s fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.
3. No Preclusions: This arbitration agreement does not preclude you or Cafecito from seeking action by federal, state, or local government agencies. You and Cafecito each also have the right to bring any qualifying Claim in small claims court. In addition, you and Cafecito each retain the right to apply to any court of competent jurisdiction for

provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request will not be deemed to be either incompatible with these Terms or a waiver of the right to have disputes submitted to arbitration as provided in these Terms.

4. No Class Representative or Private Attorney General: Each of you and Cafecito agree that with respect to any Claim, neither may: (i) act as a class representative or private attorney general; or (ii) participate as a member of a class of claimants. You agree that no Claim may be arbitrated on a class or representative basis. The arbitrator can decide only individual Claims (whether brought by you or Cafecito). The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.
5. Severability/No Waiver/Survival: If any provision of this Section 19 is found to be invalid or unenforceable, 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 and the remainder of this Section 19 will continue in full force and effect. No waiver of any provision of this Section 19 will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver will not waive or affect any other provision of these Terms. This Section 19 will survive the termination of your relationship with Cafecito.
6. 30-Day Opt-Out Right: You have the right to opt out of the provisions of this Arbitration Agreement by sending, within 30 days after first becoming subject to this Arbitration Agreement, written notice of your decision to opt out to the following address: Cafecito, c/o Legal Department, 400 N. Aberdeen Street, Chicago, IL 60642. Your notice must include your name and address, any usernames, each email address you have used to set up an account on our Site, and an unequivocal statement that you want to opt out of this Arbitration Agreement. You agree that if you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

7. **LIMITATIONS**: This Section 19 limits certain rights, including the right to maintain certain court actions, the right to a jury trial, the right to participate in any form of class or representative claim, the right to engage in discovery except as provided in AAA rules, and the right to certain remedies and forms of relief. In addition, other rights that you or Cafecito would have in court may not be available in arbitration.

20. Other Provisions

1. **Force Majeure**: Under no circumstances will any Cafecito 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, 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 Cafecito Party.
2. **Choice of Law and Jurisdiction**: These Terms will be governed by and construed in accordance with the laws of the State of Illinois, 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 Site will be filed only in the state or federal courts located in Chicago, Illinois. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.
3. **Severability**: If any provision of these Terms is found to be invalid or unenforceable, 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 of any other provision.
4. **No Waiver or Amendment**: The failure by Cafecito to enforce any right or provision of these Terms will not prevent Cafecito from enforcing such right or provision in the future and will not be deemed to modify these Terms.
5. **Assignment**: Cafecito may, at any time, assign its rights and obligations under these Terms, including to an affiliated entity or in connection with a sale of assets, merger, acquisition, reorganization, bankruptcy, other transaction, or by operation of law.

6. Miscellaneous: The term “including” in these Terms will be interpreted broadly and will mean “including, without limitation.” Titles are for convenience only and will not be considered when interpreting these Terms.

21. Changes to these Terms

We may change these Terms. If we do, we will post the revised Terms on our Site and update the “Last Updated” date at the top of these Terms. The revised Terms will be effective immediately if you accept them (for example, by agreeing when you create an account or login to an existing account, or using or continuing to use our Site after the revised Terms have been posted); otherwise, they will be effective 30 days after posting.

Additional Talent Terms

PLEASE READ THE FOLLOWING CAREFULLY. By offering the product or service, you agree to the applicable additional terms that apply (which are Additional Terms as described in Section [8] of the Talent Terms of Service (“Talent 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 Site Terms of Service (“Site 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 Site 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.

Last Updated: May 5, 2021

Cafecito LIVE AND GAMING ADDITIONAL TALENT TERMS

Last Updated: November 18, 2020

1. Cafecito Live and Gaming Events

You may choose to offer Users and other individuals included by the User the opportunity to participate in a Cafecito Live and Cafecito Gaming activity involving audio, video, or both (each, an “Event”).

1. The details of each Event will be specified on the Event booking page on the Site, including:
 1. the approximate length;
 2. any limits on the number of or criteria for each User and any individuals included by a User who can participate in the Event (collectively, “Participants”) , for example, a maximum number of Participants per Event or per login/video screen;
 3. any booking fee;
 4. scheduling details (for example, your availability, specific dates and times, etc.);
 5. the hosting or other platform specified by Cafecito; and
 6. any other limitations, restrictions, or information.
2. You agree to participate in the Event as scheduled and described in the details on the Event booking page on the Site. If you are not able to participate for reasons outside your reasonable control, you will promptly notify Cafecito in writing, and, at Cafecito’s request, you will work with Cafecito to reschedule the Event.
3. Unlike a Cafecito Video, you may not record, use, publish, reproduce, distribute, display, post, or share any portion of the Event.
4. You will use any video conferencing (for example, Zoom, Cafecito platform, etc.), calendar (for example, Calendly, Cafecito scheduling tool, etc.), or other software or app designated by Cafecito for the Event and will comply with any applicable terms and privacy policies. You will use any login or other information provided by Cafecito only to participate in the Event.
5. At our request, you will:
 1. Advertise, market, and promote the Event in advance through your social media channels and otherwise, as mutually agreed, provided that you will be responsible for that advertising, marketing, and promotion; and

2. Provide Cafecito with detailed information regarding the nature of the Event, including for example, music cue sheets.
6. A Participant may end their participation in the Event at any time. If the Event is ended due to a violation of the Acceptable Use Policy, you will promptly notify Cafecito in writing at support@getcafecito.com. If you end an Event earlier than scheduled for any other reason, we may discuss with you an appropriate adjustment of the payment made to you. Cafecito will not be responsible for refunding any payment requested by the User.
7. Cafecito retains the right, in its sole discretion, to cancel any request from a User.
8. No payment will be made to you if you decline, cancel, do not appear, or do not participate in the Event as set forth in these Additional Terms and in the details on the Event booking page on the Site.

2. Payment

1. On completion of each paid Event, we will pay you 75% of the applicable price actually received by Cafecito after subtracting any payment to, or deduction by, the application platform on the same terms as in Section 4.b of Talent Terms of Service.
2. For each promotional Event (for example, offered as a prize in a promotion, etc.), we will compensate you as separately agreed as part of your agreement to participate in the promotional Event and not as set forth above.

3. Acknowledgement

You acknowledge and agree that:

1. any materials, rights of publicity, performances, participation (including any chat, comment, statement, audio, image, video, element, or other communication), or other content that you provide in connection with your participation in the Event (“Event Content”) is Talent Content under the Talent Terms;
2. Event Content will not be private and you should not share or disclose any personal, private, or sensitive information relating to you or a third party;

3. in addition to the Talent Terms, Event Content is subject to the Acceptable Use Policy and may not, among other things:
 1. violate, infringe, or misappropriate the intellectual property, privacy, publicity, moral or “droit moral,” or other legal rights of any third party; or
 2. communicate anything that is, or that incites or encourages action that is, explicitly or implicitly: illegal, abusive, harassing, threatening, hateful, racist, derogatory, harmful to any reputation, pornographic, indecent, profane, obscene, or otherwise objectionable (including nudity);
4. To the extent you offer an Event that will or does include music (including a musical performance):
 1. you have or will secure any necessary rights, authorizations, and permissions, including the right to reproduce, publicly perform, and communicate to the public any and all sound recordings and musical works embodied in the Event Content, royalty-free, without the obligation to pay royalties to any third party, including: the owner of copyright in a sound recording (e.g., a record label) or a musical work (e.g., a music publisher); a performing rights organization (“PRO”) (e.g., ASCAP, BMI, SESAC); a sound recording PRO (e.g., SoundExchange); any unions or guilds; engineers; producers; or any other participants involved in the Event Content.
 2. if you are a composer or author of a musical work and are affiliated with a PRO, you will notify the PRO of the royalty-free license you are granting to Cafecito under these Additional Terms and are solely responsible for complying with the PRO's reporting and other obligations; and
 3. you are granting under these Additional Terms on a “through-to-the-audience” basis, i.e., the owners or operators of any video conferencing or other software designated by Cafecito for the Event will not be separately liable to you or any other third party for your Event Content.
5. in addition to the rights you grant under the Talent Terms, you grant:

1. to Cafecito an exclusive (including exclusive as to you, but excluding the license granted to any platform or media as set out below), 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 use, publish, reproduce, record, modify, edit, and display your name, image, voice, appearance, performance, likeness, and Event Content, including in or in connection with advertising, marketing, promoting, republishing, rebroadcasting, and re-airing; provided that Cafecito will not use your Event Content in or in connection with advertising or marketing without your consent; and
2. to any platform or media on which the Talent Content is stored, performed, recorded, republished, rebroadcast, re-aired, or displayed any rights necessary or required by the platform or media in order to store, perform, record, republish, rebroadcast, re-air, or display the Talent Content;
6. Cafecito may record the Event and the Event Content may be edited or modified (for example, add music or captions, capture screenshot or excerpts, or otherwise) and Event Content (for example, an edited or modified version thereof) may be included in a compilation with content from or featuring others;
7. each Event is subject to the Privacy Policy;
8. if you believe that a Participant or an Event activity violates the Acceptable Use Policy, you will promptly notify Cafecito in writing at support@getcafecito.com
9. Cafecito may monitor any Event, and Cafecito retains the right, in its sole discretion, to cancel any Event or block any User; and
10. Cafecito will not be responsible or liable for any Event Submission or any Event Content (including from another Participant or Talent User).

4. Cafecito Live Content

Any materials, rights of publicity, performances, participation (including any chat, comments, statements, audio, or other communication), or other content that you provide in connection with your participation in

the Event (“Event Content”) will be Talent Content under the Talent Terms.

1. You are responsible for your Event Content.
 1. Your Event Content will not be private and you should not share or disclose any personal, private, or sensitive information relating to you or a third party
 2. In addition to the Talent Terms, Event Content is subject to the Acceptable Use Policy : and may not, among other things: violate, infringe, or misappropriate the intellectual property, privacy, publicity, moral or “droit moral,” or other legal rights of any third party; or communicate anything that is, or that incites or encourages action that is, explicitly or implicitly: illegal, abusive, harassing, threatening, hateful, racist, derogatory, harmful to any reputation, pornographic, indecent, profane, obscene, or otherwise objectionable (including nudity).
2. In addition to the rights you grant under the **Talent Terms**, you grant:
 1. to Cafecito an exclusive (including exclusive as to you, but excluding the license granted to any platform or media as set out below), 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 use, publish, reproduce, record, modify, edit, and display your name, image, voice, appearance, performance, likeness, and Event Content, including in or in connection with advertising, marketing, promoting, republishing, rebroadcasting, and re-airing; provided that Cafecito will not use your Event Content in or in connection with advertising or marketing without your consent.
 2. to any platform or media on which the Talent Content is stored, performed, recorded, republished, rebroadcast, re-aired, or displayed any rights necessary or required by the platform or media in order to store, perform, record, republish, rebroadcast, re-air, or display the Talent Content.

3. You acknowledge and agree that Event Content may be edited or modified (e.g., add music or captions, capture screenshot or excerpts, or otherwise) and Event Content (e.g., an edited or modified version thereof) may be included in a compilation with content from or featuring others.

5. **Payment**

1. On completion of each paid Event, as provided in these Additional Terms, we will pay you 75% of the applicable price actually received by Cafecito after subtracting any payment to, or deduction by, the application platform on the same terms as in Section 4.b of Talent Terms of Service.

Cafecito DIRECT

Last Updated: August 13, 2020

1. **Cafecito DIRECT**

2. You may choose to offer Users the opportunity to send you a paid direct message as permitted through the Cafecito Direct feature in the App (if the feature is available).
 1. If you choose to do so, a User may send you:
 1. a User-created message (for example, a message of up to a specified number of characters, a video file of up to specified size, etc.) (each such message, and any response sent through the Cafecito Direct feature, a “Message”); or
 2. a sticker from among a collection of images made available by Cafecito (each such image, a “Sticker”).
 2. When a User sends you a Message or Sticker, you may, but have no obligation to, respond. In addition, you may close out the thread at any time.
 3. Any additional Message or Sticker sent by the User will be at the applicable price.

3. **Payment**

1. You set your price for a Message, provided your price on the App for iOS must be an available Apple SKU (i.e., ending in US\$0.99). Cafecito sets the price for each Sticker.

2. We will pay you 75% of the applicable price actually received by Cafecito for each paid Message or Sticker after subtracting any payment to, or deduction by, the application platform (e.g., Apple deducts a 30% commission) on the same terms as in Section 4.b.

4. Acknowledgement

5. You acknowledge and agree that:
 1. each Message you create is Talent Content under the Talent Terms and each Message from a User is a Submission owned by the User who created it
 2. each Message (whether created by you or a User) is subject to the Acceptable Use Policy;
 3. you grant to each User the right to use each Message you create a non-exclusive, royalty-free, fully paid, worldwide, sublicensable, and perpetual license to use, reproduce, distribute, and publicly display that Message, in each case, solely in accordance with the Site Terms and the Additional Site Terms for “Cafecito Direct” in any and all media, whether now known or hereafter invented or devised (including social media channels and third party websites and platforms); and
 4. Cafecito will not be liable or responsible for any Submission (including any Message or Sticker from the User) or any Talent Content (including any Message you send).

Cafecito CALLS ADDITIONAL TALENT TERMS

Last Updated: November 25, 2020

1. **Cafecito CALLS**
2. You may choose to offer Users the opportunity to participate in a Cafecito Calls real-time video chat (each, a “Call”) using the App.
 1. The details of a Call will be specified on the Call booking page on the App (“Call Details”), including:
 1. the approximate length;
 2. any limits on the number of or criteria for each User and any individuals included by a User who can participate in the Call (collectively, “Participants”), for example, a maximum number of Participants per Call;

3. any participation criteria;
 4. any booking fee; and
 5. any other conditions, limitations, restrictions, or information.
2. If you choose to take a Call, you agree to participate in the Call as described in the Call Details.
 3. A User may end a Call at any time. If a Call is ended due to a violation of the Acceptable Use Policy, you will promptly notify Cafecito in writing at support@getcafecito.com. If you end a Call earlier than scheduled for any other reason, we may discuss with you an appropriate adjustment of the payment made to you.
 4. Cafecito works with a third party technology partner, TBD to enable Calls. By offering a Call, you acknowledge and agree to its privacy policy and any other of its terms applicable to Calls. You will use any other communication, scheduling, or other platform, software, or app designated by Cafecito for Calls and will comply with any applicable terms and privacy policies.
 5. Cafecito retains the right, in its sole discretion, to cancel any request from a User.
 6. No payment will be made to you if you do not participate in the Call as set forth in these Additional Terms and in the Call Details.

3. Payment

1. On completion of each paid Call, we will pay you 75% of the applicable price actually received by Cafecito after subtracting any payment to, or deduction by, the application platform on the same terms as in Section 4.b of the Talent Terms.
2. No payment will be made to you if you do not participate in the Call as set forth in these Additional Terms and in the Call Details.

4. Acknowledgement

You acknowledge and agree that:

1. Cafecito may take a photo of you and the User during a Call (“Call Photo”), which will be made available to you at the end of that Call;
2. any materials, rights of publicity, performances, participation (including any chat, comment, statement, audio, image, your image in the Call Photo and any other photo, video, element, or other communication), or other content that you provide in

connection with your participation is Talent Content under the Talent Terms;

3. Talent Content will not be private and you should not share or disclose any personal, private, or sensitive information relating to you or a third party;
4. you **may not** record a Call in any way;
5. you may use a Call Photo **solely for your own personal, non-commercial, and non-promotional purposes**. Any such use is (subject to these Additional Terms): a non-exclusive, royalty-free, fully paid, worldwide, sublicensable, revocable license to use, reproduce, distribute, and publicly display a Call Photo **only on social media platforms and personal websites; in text and email messages; and in other personal storage media;**
6. in addition to the Talent Terms, Talent Content is subject to the Acceptable Use Policy and may not, among other things:
 1. violate, infringe, or misappropriate the intellectual property, privacy, publicity, moral or “droit moral,” or other legal rights of any third party; or
 2. communicate anything that is, or that incites, promotes, facilitates, or encourages action that is, explicitly or implicitly: offensive, dangerous, gratuitously violent, defamatory, illegal (including illegal gambling, games of chance, sweepstakes, or contests), a violation of law or the rights of any third party, abusive, harassing, threatening, hateful, racist, derogatory, harmful to any reputation, pornographic, indecent, profane, obscene, or otherwise objectionable (including nudity);
7. in addition to the rights you grant under the Talent Terms, in connection with each Call you grant:
 1. to each User, subject to such User’s payment in full, the following limited rights to use your Call Photo **solely for their own personal, non-commercial, and non-promotional purposes**, subject to these Additional Terms: a non-exclusive, royalty-free, fully paid, worldwide, sublicensable, revocable license to use, reproduce,

distribute, and publicly display the User's Call Photo **only on social media platforms and personal websites; in text and email messages; and in other personal storage media;**

2. to Cafecito an exclusive (including exclusive as to you, but excluding the license granted to any platform or media as set out below), 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 use, publish, reproduce, record, modify, edit, and display your name, image, voice, appearance, performance, likeness, and Talent Content, including in or in connection with advertising, marketing, promoting, republishing, rebroadcasting, and re-airing the Call and the Call Photo;
3. to any platform or media on which your Talent Content is stored, performed, recorded, republished, rebroadcast, re-aired, or displayed any rights necessary or required by the platform or media in order to store, perform, record, republish, rebroadcast, re-air, or display your Talent Content; and
4. the right to record the Call and Call Photo and to edit or modify them and your Talent Content (for example, add music or captions, capture screenshot or excerpts, or otherwise). The recordings and your Talent Content (for example, an edited or modified version thereof) may be included in a compilation with content from or featuring others;
8. each Call is subject to the Privacy Policy;
9. if you believe that a User, another Participant or an Call activity has violated the Acceptable Use Policy, you will promptly notify Cafecito in writing at support@getcafecito.com
10. Cafecito may monitor any Call, and Cafecito retains the right, in its sole discretion, to cancel any Call or block any User; and

11. Cafecito will not be responsible or liable for any Submission or Talent Content (including from a User, another Participant or another Talent User).