# TERMS AND CONDITIONS

## Cofluence, LLC

*Effective Date: April 2, 2026*
*Last Updated: April 2, 2026*

### 1. ACCEPTANCE OF TERMS

Welcome to Cofluence, LLC ("Cofluence," "Company," "we," "us," or "our"). These Terms and Conditions ("Terms") govern your access to and use of the Cofluence website and online marketplace platform, including all related features, tools, content, and services (collectively, the "Platform" or "Services").

**BY ACCESSING OR USING THE PLATFORM OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE, INCLUDING OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE PLATFORM OR SERVICES.**

You represent and warrant that you have the legal capacity and authority to enter into these Terms. If you are accepting these Terms on behalf of a business entity, you represent and warrant that you are duly authorized to bind that entity, and references to "you" shall include both you individually and that entity.

### 2. MODIFICATIONS TO TERMS

We reserve the right to modify, change, update, or discontinue these Terms at any time at our sole discretion. We will provide notice of material changes by posting the updated Terms on the Platform with a new "Last Updated" date. Your continued use of the Platform or Services following such changes constitutes your acceptance of the modified Terms.

We encourage you to review these Terms periodically. Some features, pages, promotions, or Services may be subject to additional or separate terms and conditions, which will be presented to you at the time of access or use.

### 3. DESCRIPTION OF THE PLATFORM

Cofluence is a two-sided online marketplace that facilitates influencer marketing partnerships between businesses and content creators. The Platform provides:

(a) Business Users with the ability to create accounts, search for content creators, and hire creators to produce promotional content featuring their products or services;

(b) Creator Users with the ability to create profiles showcasing their audience, social media channels, and previous work; and

(c) Infrastructure for both Business Users and Creator Users (collectively, "Users") to discover one another, negotiate Collaboration terms, and manage influencer marketing partnerships.

The Platform supports social media marketing content including, but not limited to, videos, photographs, and posts published on platforms such as Instagram, TikTok, YouTube, and similar social media channels ("Creator Content").

**Cofluence acts solely as a marketplace and technology platform.** Cofluence is not a party to any agreement or partnership entered into between Business Users and Creator Users, and does not direct, control, or supervise the creation, publication, or substance of any Creator Content. See Section 15 (Limitation of Liability) for important limitations on our responsibility with respect to disputes between Users.

The Platform is hosted by Base44. By using the Platform, you acknowledge that your data may be stored and processed by Base44 in accordance with Base44's terms of service and privacy policy. Cofluence is not responsible for any actions or omissions of Base44 in connection with the hosting of the Platform.

We reserve the right to modify, suspend, discontinue, or restrict access to any aspect of the Services at any time without prior notice or liability.

## 4. ELIGIBILITY AND ACCOUNT REGISTRATION

### 4.1 Eligibility

To use the Platform, you must:

(a) Be at least eighteen (18) years of age;

(b) Have the legal capacity to enter into binding contracts under applicable law;

(c) Not be prohibited from using the Platform under the laws of the United States or any other applicable jurisdiction; and

(d) If registering on behalf of a business entity, be duly authorized to act on behalf of and bind that entity.

### 4.2 Account Types

The Platform offers two primary account types:

(a) **Business Account:** Registered by a business or individual seeking to engage creators for promotional or marketing content; and

(b) **Creator Account:** Registered by an individual or entity that produces social media or digital marketing content for compensation.

Users may only maintain one active account per account type unless expressly authorized by Cofluence in writing.

### 4.3 Account Creation and Accuracy

You agree to provide accurate, current, and complete information during registration and to promptly update such information to maintain its accuracy. You agree not to create an account using false identity or information, or on behalf of someone other than yourself without their

authorization. Cofluence reserves the right to verify account information and to decline registration to any applicant at its discretion.

**4.4 Account Security**

You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must:

(a) Choose a strong, unique password;

(b) Not share your login credentials with any third party;

(c) Notify us immediately at info@usecofluence.com of any unauthorized use of your account or any other breach of security; and

(d) Ensure that you log out from your account at the end of each session.

Cofluence will not be liable for any loss or damage arising from your failure to maintain account security.

**4.5 Account Suspension and Termination**

We reserve the right to suspend, disable, or terminate your account at any time for any reason, including but not limited to your violation of these Terms or conduct we deem harmful to other Users, the Platform, or third parties. Upon termination, your right to access and use the Services will immediately cease.

**4.6 Prohibited Business Categories and Content**

Cofluence reserves the right to refuse, suspend, or terminate access to the Platform for any Business User or Creator User promoting or associated with products, services, or content that Cofluence determines, in its sole discretion, to be inappropriate, harmful, or inconsistent with the Platform's policies, including but not limited to:

(a) Adult content, pornography, or sexually explicit material;

(b) Tobacco, e-cigarettes, vaping products, or related paraphernalia;

(c) Illegal drugs, controlled substances, or drug paraphernalia;

(d) Firearms, ammunition, or weapons, except as permitted by applicable law and Platform policy;

(e) Products or services that are deceptive, fraudulent, or violate consumer protection laws;

(f) Hate speech, discriminatory content, or content that promotes violence; or

(g) Any product, service, or content that violates applicable federal, state, or local law.

Cofluence makes no representation that all Business Users and their associated products or services have been screened against these categories. Creator Users are responsible for independently evaluating any Collaboration opportunity before accepting Collaboration Terms.

**4.7 Account Verification; False Representations**

Cofluence reserves the right, but not the obligation, to verify the identity and credentials of any User at any time, including but not limited to business registration, legal entity status, and tax identification. Users agree to cooperate with any such verification requests and to provide accurate supporting documentation upon request. Cofluence may suspend access to the Platform pending completion of verification.

Creator Users who accept a Collaboration based on false or misleading representations by a Business User, including misrepresentations regarding the nature of the products or services to be promoted, the intended use of Creator Content, or the identity of the Business User, shall have recourse solely against the applicable Business User. Cofluence shall have no liability for any harm arising from a User's reliance on another User's false or inaccurate representations.

Any User found to have created an account using false identity, fraudulent business credentials, or misrepresented information is subject to immediate account termination and may be reported to applicable law enforcement authorities.

## 5. CREATOR PROFILES AND BUSINESS LISTINGS

### 5.1 Creator Profiles

Creator Users may create and maintain a profile on the Platform that includes, but is not limited to, information about their social media channels, audience demographics, portfolio, previous brand collaborations, and rates. Creator Users represent and warrant that all profile information is accurate, truthful, and not misleading.

### 5.2 Business Listings

Business Users may create listings describing their products, services, campaign goals, and collaboration requirements. Business Users represent and warrant that all listing information is accurate, truthful, and compliant with applicable laws, including laws governing advertising and endorsements.

### 5.3 Creator Performance Data

The Platform may display certain Creator performance data, including but not limited to turnaround times, on-time delivery rates, and engagement metrics (“Performance Data”). Such Performance Data is provided for informational purposes only and is presented to the best of our knowledge based on information submitted by Users.

**COFLUENCE DOES NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY PERFORMANCE DATA. USERS SHOULD INDEPENDENTLY VERIFY ANY PERFORMANCE DATA BEFORE MAKING DECISIONS BASED THEREON.**

### 5.4 No Scraping of Creator Database

You agree not to scrape, crawl, copy, replicate, reproduce, reverse engineer, or otherwise extract or compile any portion of the Platform’s creator database or User information for any purpose, including for use in a competing platform or service. Any unauthorized extraction or

use of Platform data constitutes a material breach of these Terms and may subject you to legal liability.

## 6. PARTNERSHIPS AND COLLABORATIONS

### 6.1 Independent Agreements Between Users

The Platform facilitates the discovery and negotiation of influencer marketing partnerships between Business Users and Creator Users. Any collaboration, campaign, or partnership ("Collaboration") entered into between a Business User and a Creator User constitutes a direct agreement solely between those parties.

**COFLUENCE IS NOT A PARTY TO ANY SUCH COLLABORATION AND HAS NO OBLIGATIONS, DUTIES, OR LIABILITIES ARISING FROM ANY COLLABORATION OR ANY DISPUTE RELATED THERETO.**

### 6.2 Collaboration Terms

The Platform allows Business Users to set campaign parameters, pricing, and deliverable requirements, and Creator Users to accept, decline, or negotiate such terms. Any revisions, change requests, or additional deliverables are subject to agreement between the Business User and Creator User. Cofluence does not guarantee that any Collaboration will be completed to either party's satisfaction.

### 6.3 Non-Circumvention

Users agree not to use information obtained through the Platform to circumvent the Platform and engage in direct business relationships with other Users identified through the Platform for purposes that would otherwise be conducted through the Platform, without going through the Platform's payment and transaction process. This non-circumvention obligation applies for a period of twenty-four (24) months from the date of initial contact made through the Platform.

Violation of this non-circumvention provision constitutes a material breach of these Terms and may result in immediate account termination and liability for damages, including but not limited to the Processing Fees that would have been paid to Cofluence had the transaction been conducted through the Platform.

### 6.4 Compliance with Laws and Platform Guidelines

Users are solely responsible for ensuring that any Collaboration and any Creator Content produced through the Platform complies with all applicable laws, regulations, and platform guidelines, including but not limited to:

(a) Federal Trade Commission ("FTC") guidelines on endorsements and testimonials;

(b) The rules and terms of service of the applicable social media platforms (e.g., Instagram, TikTok, YouTube); and

(c) All applicable advertising disclosure requirements.

Cofluence disclaims all responsibility for any User's failure to comply with such requirements.

**6.5 Intellectual Property in Collaborations**

The ownership, licensing, and usage rights to any Creator Content produced through a Collaboration shall be governed solely by the agreement between the applicable Business User and Creator User. Cofluence makes no claim of ownership over Creator Content and does not serve as a broker, assignee, or custodian of intellectual property rights between Users. Disputes regarding intellectual property in Creator Content are solely between the Business User and Creator User involved.

**6.6 No Guarantee of Results**

Cofluence does not guarantee that any Business User will find a suitable creator, that any Creator User will receive collaboration offers, or that any Collaboration will produce any particular marketing outcome, engagement level, or business result. Users engage in Collaborations entirely at their own risk.

**6.7 Platform-Facilitated Contract Terms; No Cofluence Involvement**

To facilitate Collaborations, the Platform provides Business Users with a selection of pre-populated contract terms, including but not limited to deliverable descriptions, timelines, compensation amounts, content rights, revision allowances, and non-compete provisions (collectively, "Collaboration Terms"), which are submitted to a Creator User for acceptance or rejection through the Platform. Any negotiation beyond the available selections must be conducted between the parties directly and documented in addition to, not in place of, the Platform's standard process.

Upon a Creator User's acceptance of Collaboration Terms, a binding agreement is formed solely between the Business User and Creator User. **Cofluence is not a party to that agreement, does not draft or negotiate its terms on behalf of either party, and makes no representations or warranties regarding the sufficiency, enforceability, or legal effect of any Collaboration Terms.** The Platform's provision of pre-populated term selections is a technological convenience only and does not constitute legal advice. Users are solely responsible for ensuring Collaboration Terms are legally adequate for their purposes.

Any Collaboration agreement, whether using the Platform's pre-populated terms or separately negotiated terms, is supplemental to and governed by these Terms and shall not supersede or conflict with any obligation owed to Cofluence hereunder, including the obligation to conduct all transactions through the Platform and pay all applicable Processing Fees. These Terms shall control in the event of any conflict. Any attempt to use a separate agreement to circumvent the Platform or redirect payments off-platform constitutes a material breach subject to the remedies in Section 6.3.

Cofluence shall have no liability arising from any dispute, ambiguity, unenforceability, or inadequacy of any Collaboration Terms agreed to between Users.

**6.8 Revisions and Content Rejection**

Following a Creator User's upload of Creator Content, the Business User shall have **five (5) business days** to review the content and either: (a) approve and release funds; (b) submit a revision request; or (c) reject the content as non-conforming. Failure to take any action within that period shall be treated as approval and trigger the fund-release obligation under Section 7.7.

Revision requests must identify with reasonable specificity the manner in which the Creator Content fails to conform to the agreed Collaboration Terms. Revisions are subject to any revision allowance agreed upon in the applicable Collaboration Terms. Additional revisions beyond the agreed allowance may be purchased through the Platform at the rate established in the Collaboration Terms. Cofluence is not responsible for determining whether submitted revisions are reasonable or whether revised content satisfies a Business User's requirements.

A Business User may reject Creator Content as non-conforming only where the content materially fails to meet the deliverables specified in the Collaboration Terms. Dissatisfaction with creative direction, style, or subjective quality that was not expressly specified in the Collaboration Terms shall not constitute grounds for rejection or refusal to release funds. Any dispute regarding whether a rejection is proper is solely between the Business User and Creator User, and Cofluence shall have no liability in connection therewith.

### 6.9 Confidentiality

In connection with any Collaboration, each User may have access to non-public information of the other party, including but not limited to pricing, campaign strategy, business plans, creative briefs, and audience data ("Confidential Information"). Each User agrees to: (a) keep all Confidential Information of the other party strictly confidential; (b) not disclose Confidential Information to any third party without the prior written consent of the disclosing party; and (c) use Confidential Information solely for the purpose of performing obligations under the applicable Collaboration.

This obligation does not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already known to the receiving party prior to disclosure; or (c) is required to be disclosed by law or court order, provided the receiving party gives reasonable prior notice to the disclosing party where permitted.

Cofluence shall have no liability for any breach of confidentiality between Users. Any claim arising from such a breach is solely between the parties to the applicable Collaboration.

## 7. PAYMENT TERMS

### 7.1 Payment Processing

All payments on the Platform are processed through Stripe, Inc. (“Stripe”), a third-party payment processor. By using the Platform’s payment features, you agree to be bound by Stripe’s then-current terms of service and privacy policy, available at stripe.com. **Cofluence is not responsible for any errors, failures, delays, or unauthorized transactions attributable to Stripe’s services.**

### 7.2 Payment Flow

When a Business User and Creator User agree to a Collaboration through the Platform, the following payment process applies:

(a) The Business User submits payment for the agreed Collaboration fee through the Platform via Stripe;

(b) The submitted funds pass through the Platform's payment processing account where the Platform takes the Processing Fee described in Section 7.3 herein;

(c) Immediately after, the funds are distributed to the Creator User's payment account net the Processing Fee;

(d) Upon the Creator User uploading the agreed Creator Content to the Platform, funds will become accessible upon completion of the following sequential steps:

(i) the Creator User submits the Creator Content to the Platform;

(ii) the Creator Content is reviewed and approved by the Business User;

(iii) the Creator Content is posted in accordance with the agreed Collaboration terms; and

(iv) the Business User provides final approval confirming acceptance of the Creator Content; and

(e) Upon completion of the steps set out in clause 7.2(c), the Creator User may withdraw funds from their payment account.

AT NO POINT IN TIME DOES COFLUENCE HOLD FUNDS TO BE DISTRIBUTED TO CREATOR USER. Cofluence reserves the right to modify the payment flow at any time upon reasonable notice to Users.

**7.3 Processing Fee**

Cofluence charges a platform fee (the "Processing Fee") in connection with each Collaboration transaction facilitated through the Platform, structured as follows:

(a) **Business-Side Processing Fee:** A fee equal to ten percent (10%) of the total Collaboration fee is charged to the Business User in addition to the agreed Collaboration fee at the time of payment submission.

(b) **Creator-Side Processing Fee:** A fee equal to ten percent (10%) of the total Collaboration fee is deducted from the Creator User's payout at the time of disbursement.

By way of illustration only: if a Business User agrees to pay a Creator User $1,000.00 for a Collaboration, the Business User will be charged $1,100.00 (the $1,000.00 Collaboration fee plus a 10% Business-Side Processing Fee of $100.00), and the Creator User will receive $900.00 (the $1,000.00 Collaboration fee less a 10% Creator-Side Processing Fee of $100.00). Cofluence retains the aggregate Processing Fee of $200.00.

All Processing Fees are non-refundable except as expressly set forth in these Terms or required by applicable law. Cofluence reserves the right to modify the Processing Fee rates at any time upon reasonable notice to Users. Continued use of the Platform following such notice constitutes acceptance of the revised Processing Fee rates.

**7.4 Subscription Services**

Cofluence may offer optional subscription plans ("Subscription") to Business Users, Creator Users, or both, which may provide access to enhanced features, reduced Processing Fees, or other benefits as described at the time of enrollment. For Subscription-based Services:

(a) Subscriptions automatically renew on a recurring basis (monthly or annually, as applicable) unless canceled before the renewal date;

(b) You will be charged the then-current Subscription rate upon each renewal;

(c) You may cancel your Subscription at any time through your account settings or by contacting us at info@usecofluence.com; and

(d) Cancellation will be effective at the end of the current billing period. No partial refunds will be issued for unused portions of a Subscription period.

Cofluence reserves the right to modify, discontinue, or alter the benefits of any Subscription plan at any time upon reasonable notice.

**7.5 Taxes**

Each User is solely responsible for determining and fulfilling any tax obligations arising from their use of the Platform, including any income taxes, self-employment taxes, sales taxes, or withholding obligations applicable to payments made or received through the Platform. Cofluence does not provide tax advice. To the extent required by applicable law, Cofluence may issue tax forms or report payments to applicable tax authorities. Users may be required to provide tax identification information, including but not limited to a completed IRS Form W-9, before receiving disbursements through the Platform. Cofluence reserves the right to withhold payments pending receipt of required tax documentation.

**7.6 Refunds and Disputes**

All fees paid to Cofluence, including Processing Fees and Subscription fees, are non-refundable unless otherwise stated in writing at the time of purchase or required by applicable law. Cofluence may issue refunds upon request and in its sole discretion. Refund requests should be submitted to info@usecofluence.com and will be evaluated on a case-by-case basis.

**Disputes between Business Users and Creator Users regarding Collaboration compensation, deliverables, content quality, or any other matter arising from a Collaboration are solely between those parties. Cofluence is not obligated to mediate, arbitrate, or resolve any such dispute. Cofluence's sole role in connection with any such dispute is limited to determining, in its sole discretion, whether to hold or release funds held within the Platform pending resolution of the dispute.**

**7.7 Business User Failure to Release Funds**

Upon a Creator User's upload of Creator Content to the Platform in accordance with the terms of a Collaboration, the Business User is solely responsible for reviewing and releasing the applicable funds in a timely manner. Cofluence shall have no liability to any Creator User for a Business User's failure, delay, or refusal to release funds following a completed upload.

In the event a Business User fails to release funds within **5 business days** of a Creator User's upload, Cofluence reserves the right, but not the obligation, to take such action as it deems appropriate in its sole discretion, including but not limited to: (a) suspending or terminating the Business User's account; (b) providing notice to the Business User of their release obligation; or (c) releasing the funds to the Creator User. Any such action by Cofluence is discretionary and shall not be construed as an obligation or guarantee of payment to any Creator User, nor shall Cofluence's inaction constitute liability of any kind.

**COFLUENCE EXPRESSLY DISCLAIMS ALL LIABILITY ARISING FROM A BUSINESS USER'S FAILURE TO RELEASE FUNDS. CREATOR USERS' SOLE RECOURSE IN SUCH CIRCUMSTANCES IS AGAINST THE APPLICABLE BUSINESS USER DIRECTLY.**

## 8. INTELLECTUAL PROPERTY RIGHTS

### 8.1 Cofluence Platform Ownership

Unless otherwise noted, all content, materials, designs, text, graphics, logos, software, interfaces, and other materials constituting the Platform (collectively, "Platform Content") are proprietary to Cofluence, LLC and are protected by applicable copyright, trade secret, and other intellectual property laws. Cofluence claims all rights in and to the Platform Content to the fullest extent permitted by law. All rights not expressly granted herein are reserved.

### 8.2 Limited License to Use

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform and Platform Content for its intended purposes in connection with your use of the Services. This license does not permit you to:

(a) Copy, reproduce, distribute, modify, or create derivative works of any Platform Content without our express written consent;

(b) Use Platform Content for any commercial purpose outside of the permitted use of the Platform;

(c) Remove or alter any copyright, trademark, or other proprietary notices; or

(d) Use any automated means to access, scrape, or collect data from the Platform.

### 8.3 No Transfer of Rights

No right, title, or interest in any Platform Content is transferred to you as a result of accessing or using the Platform. All rights not expressly granted herein are reserved by Cofluence, LLC.

## 9. USER-GENERATED CONTENT

### 9.1 License Grant to Cofluence

By submitting, posting, or uploading any content, materials, profiles, listings, or other information to the Platform ("User Content"), you grant to Cofluence a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, display, distribute, and adapt such User Content solely as necessary to operate and provide the Platform and Services. This license terminates upon deletion of your account, subject to any retention obligations under applicable law.

### 9.2 Representations and Warranties

By submitting User Content, you represent and warrant that:

(a) You own or have the necessary rights, licenses, consents, and permissions to submit the User Content;

(b) Your User Content does not infringe, violate, or misappropriate any third-party intellectual property, privacy, publicity, or other rights;

(c) Your User Content is accurate and not false or misleading; and

(d) Your User Content complies with these Terms and all applicable laws.

### 9.3 Prohibited Content

You may not submit User Content that:

(a) Is harmful, threatening, abusive, harassing, defamatory, obscene, or otherwise objectionable;

(b) Violates any applicable law or the rights of any third party;

(c) Is false, inaccurate, or misleading;

(d) Contains personal information about another person without proper authorization;

(e) Contains software viruses or other malicious code; or

(f) Impersonates any person or entity.

### 9.4 Monitoring and Removal

We have the right, but not the obligation, to monitor, review, flag, filter, modify, refuse, or remove any User Content at any time and for any reason without prior notice. We do not endorse, guarantee, or assume responsibility for any User Content posted by Users.

## 10. PROHIBITED CONDUCT

In addition to other restrictions set forth in these Terms, you agree not to:

(a) Use the Platform for any unlawful purpose or in violation of these Terms;

(b) Attempt to gain unauthorized access to any portion of the Platform, Services, accounts, computer systems, or networks connected to the Platform;

(c) Probe, scan, or test the vulnerability of the Platform or any connected network, or breach any security or authentication measures;

(d) Scrape, crawl, or use automated means to collect information about Users or the Platform without our prior written consent;

(e) Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;

(f) Interfere with or disrupt the proper working of the Platform;

(g) Circumvent, disable, or interfere with security features of the Platform;

(h) Engage in any conduct intended to harm, defraud, or deceive other Users or Cofluence;

(i) Use the Platform to transmit unsolicited commercial messages or spam;

(j) Violate the non-circumvention obligations set forth in Section 6.3; or

(k) Encourage or assist any third party in engaging in any of the foregoing activities.

## 11. DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA)

### 11.1 Copyright Infringement Claims

We respect the intellectual property rights of others and expect Users to do the same. Pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512), if you believe in good faith that your copyrighted work has been infringed on the Platform, you may submit a written notice to our designated copyright agent at info@usecofluence.com. To be effective, the notice must include:

(a) An electronic or physical signature of the person authorized to act on behalf of the copyright owner;

(b) A description of the copyrighted work that you claim has been infringed;

(c) A description specifying the location on the Platform of the allegedly infringing material;

(d) Your address, telephone number, and email address;

(e) A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(f) A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

### 11.2 Repeat Infringer Policy

We maintain a policy of terminating the accounts of Users who are repeat infringers of intellectual property rights in appropriate circumstances.

## 12. THIRD-PARTY LINKS AND SERVICES

The Platform may contain links to or integrations with third-party websites, applications, services, or resources not owned or controlled by Cofluence, including but not limited to Stripe (payment processing) and Base44 (hosting). We provide these links and integrations solely as a convenience and do not endorse, sponsor, or assume responsibility for any third-party content, products, services, practices, or privacy policies.

By using the Platform, you acknowledge and agree that your use of Stripe and Base44 is subject to their respective terms of service and privacy policies, and that Cofluence is not responsible for any errors, failures, data practices, or other actions or omissions of these third-party service providers.

**13. REPORTING VIOLATIONS**

If you become aware of any User Content, conduct, or activity on the Platform that violates these Terms, involves abuse, fraud, harassment, or other unlawful conduct, please report it to info@usecofluence.com. Include a detailed description of the violation, the location on the Platform where it occurred, and the date and time you observed it. We will investigate all reports and take appropriate action in our sole discretion.

**14. DISCLAIMERS AND WARRANTIES**

**THE PLATFORM AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COFLUENCE, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

Without limiting the foregoing, Cofluence does not warrant that:

(a) The Platform or Services will meet your requirements or expectations;

(b) The Platform or Services will be uninterrupted, timely, secure, or error-free;

(c) The results obtained from using the Platform or Services will be accurate, reliable, or complete;

(d) Any defects, errors, or issues will be corrected; or

(e) The Platform or its servers are free of viruses or other harmful components.

Cofluence makes no representations or warranties regarding the conduct, reliability, character, or qualifications of any User, or the quality, accuracy, or legality of any Creator Content or User Content. Any reliance on information provided by other Users is at your sole risk.

**15. LIMITATION OF LIABILITY**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COFLUENCE, LLC, ITS AFFILIATES, SUBSIDIARIES, OFFICERS,**

**DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, SERVICE PROVIDERS, OR CONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM OR SERVICES, EVEN IF COFLUENCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

This limitation of liability applies to, but is not limited to, the following:

(a) Any dispute between a Business User and a Creator User arising out of or relating to a Collaboration, including disputes regarding deliverable quality, compensation, intellectual property, content rights, missed deadlines, or any other matter. Cofluence is not a party to such disputes and shall have no liability in connection therewith;

(b) Any failure by a Creator User to deliver Creator Content as agreed, or any failure by a Business User to release payment as agreed;

(c) Any inaccuracy in Performance Data or other User-provided information displayed on the Platform;

(d) Any unauthorized access to or use of our servers or any User data;

(e) Interruption or cessation of transmission to or from the Platform;

(f) Bugs, viruses, or other harmful code transmitted through the Platform; or

(g) Any actions or omissions of Base44 or Stripe in connection with the hosting or payment processing services they provide.

**IN NO EVENT SHALL COFLUENCE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) EXCEED THE TOTAL AMOUNT OF PROCESSING FEES PAID BY YOU TO COFLUENCE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM, OR ONE HUNDRED DOLLARS ($100.00), WHICHEVER IS GREATER.**

Some jurisdictions do not allow the exclusion or limitation of certain warranties or liabilities. In such jurisdictions, some of the above limitations may not apply, and our liability will be limited to the fullest extent permitted by applicable law.

## 16. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Cofluence, LLC, its affiliates, subsidiaries, joint ventures, third-party service providers, and their respective officers, directors, employees, contractors, agents, licensors, and representatives from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees and court costs) arising out of or relating to:

(a) Your use of or inability to use the Platform or Services;

(b) Your violation of these Terms;

(c) Your violation of any rights of any third party, including intellectual property rights, privacy rights, or publicity rights;

(d) Any User Content or Creator Content you submit or publish through the Platform;

(e) Any Collaboration you enter into through the Platform, including any dispute with another User arising therefrom;

(f) Your failure to comply with any applicable laws or regulations, including FTC endorsement guidelines; or

(g) Any misuse of the Services by you or anyone using your account.

Cofluence reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with Cofluence's defense of such claims.

**17. PRIVACY AND DATA PROTECTION**

Your privacy is important to us. Our collection, use, and disclosure of personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference. By using the Platform or Services, you consent to the collection, use, and disclosure of your information as described in our Privacy Policy.

The Platform may collect and display certain User data, including creator audience metrics and performance statistics sourced from social media platforms. Users acknowledge that such data is provided for informational purposes and may be subject to the privacy policies and data practices of the applicable social media platforms. Cofluence does not guarantee the accuracy of such data and is not responsible for any changes in third-party data availability.

For questions or concerns about privacy or data protection, please contact us at info@usecofluence.com.

**18. GOVERNING LAW AND JURISDICTION**

These Terms shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of law provisions.

You expressly agree that the exclusive jurisdiction and venue for any claim, dispute, or action arising out of or relating to these Terms or your use of the Platform or Services shall be in the state or federal courts located in Knox County, Tennessee. You hereby submit to the personal jurisdiction of such courts and waive any objection to venue in such courts.

Any claim or cause of action arising under these Terms must be filed within one (1) year after such claim or cause of action arose, or it shall be forever barred, regardless of any statute or law to the contrary.

**19. DISPUTE RESOLUTION**

**19.1 Disputes Between Users**

**Cofluence is not a party to any Collaboration or dispute between Users.** Disputes arising between Business Users and Creator Users regarding a Collaboration, including but not limited to disputes regarding content quality, deliverables, compensation, intellectual property, or breach of a Collaboration agreement, are solely the responsibility of the parties involved. Users agree to resolve such disputes directly between themselves and release Cofluence from any and all claims, demands, liabilities, or damages arising from or related to any such dispute.

### 19.2 Disputes with Cofluence – Informal Resolution

If you have any dispute with Cofluence, you agree to first contact us at info@usecofluence.com and attempt to resolve the dispute informally. We will make good-faith efforts to resolve any disputes amicably within thirty (30) days of receiving written notice.

### 19.3 Binding Arbitration

If we are unable to resolve a dispute through informal means, either party may elect to resolve the dispute through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Knoxville, Tennessee, and the arbitrator's decision shall be final and binding. Each party shall bear its own costs of arbitration unless the arbitrator determines otherwise. This arbitration provision does not preclude either party from seeking injunctive or other equitable relief in court to protect intellectual property rights or confidential information.

## 20. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform under these Terms (other than payment obligations) due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, pandemics, epidemics, telecommunications or internet failures, or any other similar cause (each, a "Force Majeure Event"). The affected party will use commercially reasonable efforts to minimize the impact of any Force Majeure Event and to resume performance as soon as reasonably practicable.

## 21. TERMINATION

### 21.1 Termination by You

You may terminate your use of the Platform or Services at any time by ceasing to access the Platform and, if applicable, closing your account by contacting us at info@usecofluence.com. Upon termination, you must cease all use of Platform Content.

### 21.2 Termination by Cofluence

We reserve the right to suspend, disable, or terminate your access to the Platform or Services at any time, with or without cause, with or without notice, and without liability. Reasons for termination may include, but are not limited to:

(a) Violation of these Terms;

(b) Fraudulent, abusive, or illegal activity;

(c) Conduct harmful to other Users, Cofluence, or third parties;

(d) Extended periods of inactivity; or

(e) Our business reasons or legal obligations.

**21.3 Effect of Termination**

Upon termination of your access to the Platform or Services: (a) all rights and licenses granted to you under these Terms will immediately cease; (b) you must immediately cease all use of the Platform and Services; (c) we may delete your account and associated data subject to our data retention obligations; and (d) Cofluence will have no liability to you or any third party for termination. Provisions of these Terms that by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnification, limitations of liability, dispute resolution, and general provisions.

**22. INTERNATIONAL USERS**

The Platform is controlled and operated from the United States and is intended for Users located in the United States. Cofluence makes no representation that the Platform, Services, or Platform Content are appropriate or available for use in other locations. If you access the Platform from outside the United States, you do so at your own initiative and are responsible for compliance with all applicable local laws.

Users located in countries embargoed by the United States, or who are on the U.S. Treasury Department's list of Specially Designated Nationals, are prohibited from engaging in commercial activities on the Platform.

**23. GENERAL PROVISIONS**

**23.1 Entire Agreement**

These Terms, together with our Privacy Policy and any other agreements expressly incorporated by reference, constitute the entire agreement between you and Cofluence, LLC regarding your use of the Platform and Services, and supersede all prior or contemporaneous understandings and agreements, whether written or oral.

**23.2 Waiver**

No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or any other term. Our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorized representative of Cofluence, LLC.

**23.3 Severability**

If any provision of these Terms is found to be unlawful, void, or unenforceable by a court of competent jurisdiction, that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

**23.4 Assignment**

You may not assign, transfer, or delegate these Terms or your rights and obligations hereunder without our prior written consent. Cofluence may assign, transfer, or delegate these

Terms and its rights and obligations without restriction, including in connection with a merger, acquisition, or sale of assets. Any attempted assignment by you in violation of this provision shall be null and void.

### 23.5 No Third-Party Beneficiaries

These Terms are for the benefit of, and shall be enforceable by, the parties only. These Terms are not intended to confer any right or benefit on any third party, including any User's Collaboration partners.

### 23.6 Headings

The section headings in these Terms are for convenience only and have no legal or contractual effect.

### 23.7 Cooperation with Law Enforcement

We reserve the right to cooperate with law enforcement authorities and to disclose information about Users when we believe in good faith that such disclosure is necessary to comply with legal obligations, protect our rights or property, or ensure the safety of our Users or the public.

### 23.8 Notices

We may provide notices to you via email to the address associated with your account, by posting notices on the Platform, or by other reasonable means. Notices to Cofluence, LLC should be directed to:

**Cofluence, LLC**
Mailing Address: 929 Winchester Hwy, Box 143, Fayetteville, TN 37334
Email: info@usecofluence.com

## 24. CONTACT INFORMATION

If you have any questions, concerns, or comments regarding these Terms or our Services, please contact us at the mailing address or email above.

Thank you for using Cofluence. We look forward to supporting your influencer marketing partnerships.