

# Terms of Service

## 1. Introduction & Agreement.

Welcome to the services operated by Plauzzable, Inc. ("Plauzzable") consisting of the website available at <https://plauzzable.com/> and its network of websites, software applications, or any other products or services offered by Plauzzable ("Services"). Other services offered by Plauzzable may be subject to additional terms.

These Terms of Service ("Terms") govern your access to, and use of, the Services. When using the Services, you will be subject to any guidelines or rules that are posted on Services, made available to you, or disclosed to you in connection with Services or features. All such terms and guidelines are incorporated into these Terms by reference.

## 2. Who May Use the Services.

You may use the Services only if you agree to form a binding contract with Plauzzable and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 18 years old to use the Services. If you are below the age of legal majority in your jurisdiction of residence, you may only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. The Services are also not available to any users previously removed from the Services by Plauzzable.

If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms. In that case, the words "you" and "your" as used in these Terms refers to such entity.

## 3. Privacy.

Our Privacy Policy ([www.privacy@plauzzable.com](mailto:www.privacy@plauzzable.com)) describes how we handle the information you provide to us when you use the Services. You understand that through your use of the Services, you consent to the collection and use of this information as set forth in the Privacy Policy.

## 4. Account.

### A. Account and Password.

In order to open an account, you will be asked to provide us with certain information such as an account name and password.

You are solely responsible for maintaining the confidentiality of your account, your password and for restricting access to your computer. If you permit others to use your account credentials, you agree to the Terms on behalf of all other persons who use the Services under your account or password, and you are responsible for all activities

that occur under your account or password. Please make sure the information you provide to Plauzzable upon registration and at all other times is true, accurate, current, and complete to the best of your knowledge.

Unless expressly permitted in writing by Plauzzable, you may not sell, rent, lease, share, or provide access to your account to anyone else, including without limitation, charging anyone for access to administrative rights on your account. Plauzzable reserves all available legal rights and remedies to prevent unauthorized use of the Services, including, but not limited to, technological barriers, IP mapping, and, in serious cases, directly contacting your Internet Service Provider (ISP) regarding such unauthorized use.

**B. Third-Party Accounts.**

In the event Plauzzable permits you to register for, or log on to the Services, via third-party services, this section applies. The third-party's collection, use, and disclosure of your information is subject to that service's privacy notice. Further information can be found in our [Privacy Policy](https://plauzzable.com/privacy-policy) (<https://plauzzable.com/privacy-policy>).

**5. Use of Devices and Services.**

Access to the Services may require the use of your personal computer or mobile device, as well as communications with, or use of space, on such devices. You are solely responsible for any internet connection or mobile fees and charges that you incur when accessing the Services.

**6. License.**

The Services are owned and operated by Plauzzable. Unless otherwise indicated, all content, information, and other materials on the Services (excluding User Content, set out in Section 7 below), including, without limitation, Plauzzable's trademarks and logos, visual interfaces, graphics, design, compilation, information, software, computer code (including source code or object code), services, text, pictures, information data, sound files, other files, and the selection and arrangement thereof (collectively, "Materials") are protected by relevant intellectual property and proprietary rights and laws. All Materials are the property of Plauzzable. Unless otherwise expressly stated in writing by Plauzzable, by agreeing to these Terms you are granted a limited, non-sublicensable license (i.e., a personal and limited right) to access and use the Services for your personal use only.

Plauzzable reserves all rights not expressly granted in these Terms. This license is subject to these Terms and does not permit you to engage in any of the following: (a) resale or commercial use of the Services or the Materials; (b) distribution, public performance or public display of any Materials; (c) modifying or otherwise making any derivative uses of the Services or the Materials, or any portion of them; (d) use of any data mining, robots, or similar data gathering or extraction methods; (e) downloading (except page caching) of any portion of the Services, the Materials, or any information contained in them, except as expressly permitted on the Services; or (f) any use of the Services or the Materials except for their intended purposes. Any use of the Services or the Materials except as specifically authorized in these Terms, without the prior written

permission of Plauzzable, is strictly prohibited and may violate intellectual property rights or other laws. Unless explicitly stated in these Terms, nothing in them shall be interpreted as conferring any license to intellectual property rights, whether by estoppel, implication, or other legal principles. Plauzzable can terminate this license as set out in Section 13.

## 7. **User Content.**

Plauzzable allows you to distribute and receive live audio-visual works; to use services, including interactive communications, in which you might create, post, transmit, perform, or store content, messages, text, sound, images, applications, code, or other data or materials on the Services ("User Content").

- **License to Plauzzable.**

You retain your rights to any User Content you submit, post, or display on or through the Services. By submitting, posting, or displaying User Content on or through the Services, you grant Plauzzable a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such User Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes Plauzzable to make your User Content available to the rest of the world and to let others do the same. You agree that this license includes the right for Plauzzable to provide, promote, and improve the Services and to make the User Content submitted to or through the Services available to other companies, organizations, or individuals for syndication, broadcast, distribution, promotion, or publication of such User Content on other media and services, subject to our terms and conditions for such User Content use. Such additional uses by Plauzzable, or other companies, organizations, or individuals, is made with no compensation paid to you with respect to the User Content that you submit, post, transmit, or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the User Content and grant of rights herein.

- **User Representations and Warranties.**

You agree you are solely responsible for your User Content and the consequences of posting or publishing it. You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any User Content that you submit, post, or display on or through the Services. You agree that such User Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant Plauzzable the license described above. Plauzzable reserves all rights and remedies against any users who breach these representations and warranties.

- **Content Copying.**

Plauzzable uses reasonable security measures in order to attempt to protect User Content against unauthorized copying and distribution. However, Plauzzable does

not guarantee that any authorized copying, use, or distribution of User Content by third parties will not take place. To the further extent permitted by applicable law, you hereby agree that Plauzzable is not liable for any unauthorized copying, use, or distribution of User Content by third parties and release and forever waive any claims you may have against Plauzzable for any such unauthorized copying or usage of the User Content, under any theory.

## **8. Prohibited Conduct.**

YOU AGREE NOT TO violate any law, contract, intellectual property, or other third-party right; not to commit a tort, and that you are solely responsible for your conduct while on the Services. You agree that you will comply with these Terms, and any other guidelines issued by Plauzzable, and will not:

- A. create, upload, transmit, distribute, or store any content that is inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable;
- B. impersonate any person or entity; falsely claim an affiliation with any person or entity; access the Services accounts of others without permission; forge another person's digital signature; misrepresent the source, identity, or content of information transmitted via the Services; or perform any other similar fraudulent activity;
- C. send junk mail or spam to users of the Services, including without limitation unsolicited advertising, promotional materials, or other solicitation material; bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, petitions for signatures, or any of the preceding things related to promotional giveaways (such as raffles and contests); and other similar activities;
- D. harvest or collect email addresses or other contact information of other users from the Services;
- E. defame, harass, abuse, threaten, or defraud users of the Services, or collect or attempt to collect, personal information about users or third parties without their consent;
- F. delete, remove, circumvent, disable, damage, or otherwise interfere with (a) security-related features of the Services or User Content, (b) features that prevent or restrict use or copying of any content accessible through the Services, (c) features that enforce limitations on the use of the Services or User Content, or (d) the copyright or other proprietary rights notices on the Services or User Content;
- G. reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that this activity is expressly permitted by the law of your jurisdiction of residence;
- H. modify, adapt, translate, or create derivative works based upon the Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

- I. interfere with or damage the operation of the Services or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- J. relay email from a third party's mail servers without the permission of that third party;
- K. access any website, server, software application, or other computer resource owned, used, and/or licensed by Plauzzable, including but not limited to the Services, by means of any robot, spider, scraper, crawler, or other automated means for any purpose, or bypass any measures Plauzzable may use to prevent or restrict access to any website, server, software application, or other computer resource owned, used, and/or licensed by Plauzzable, including but not limited to the Services;
- L. manipulate identifiers in order to disguise the origin of any User Content transmitted through the Services;
- M. interfere with or disrupt the Services, or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services; use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
- N. use or attempt to use another user's account without authorization from that user and Plauzzable;
- O. attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Services that you are not authorized to access;
- P. attempt to indicate in any manner, without our prior written permission, that you have a relationship with us or that we have endorsed you or any products or services for any purpose; and
- Q. use the Services for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including without limitation laws governing intellectual property and other proprietary rights, data protection, and privacy.

To the extent permitted by applicable law, the parties agree that Plauzzable takes no responsibility, and assumes no liability, for any User Content or for any loss or damage resulting therefrom, nor is Plauzzable liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter when using the Services. Your use of the Services is at your own risk. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules.

Plauzzable is not liable for any statements or representations included in User

Content. Plauzzable does not endorse any User Content, opinion, recommendation, or advice expressed therein, and Plauzzable expressly disclaims any and all liability in connection with User Content. To the fullest extent permitted by applicable law, Plauzzable reserves the right to remove, screen, or edit any User Content posted or stored on the Services at any time and without notice, including where such User Content violates these Terms or applicable law, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Services at your sole cost and expense. Any use of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination, or suspension of your rights to use the Services.

## 9. **Respecting Copyright.**

### A. **DMCA Guidelines.**

- ***The DMCA, Defined.***

The DMCA and similar laws worldwide establish parameters for services like Plauzzable, which transmit and host user-generated content, to address claims that this content infringes someone's copyrighted work. When rights holders (or those who act on their behalf) believe their copyrighted work has been included in user-generated content on services like Plauzzable without their permission, they can submit a notification of claimed infringement (i.e. "notification") to the service to have the allegedly infringing material removed from the website. The DMCA and similar laws also allow individuals who receive certain types of notifications to dispute claims of alleged infringement (i.e. "counter-notification") and permit rights holders to retract their notifications (i.e. "retractions").

Below, we explain Plauzzable's role in the DMCA process, what information must be contained in notifications, counter-notifications, and retractions, and how we handle these communications. We expect notifications and counter-notifications to comply with the requirements in the DMCA and similar laws, and we will consider any failure to comply. For example, we may not act on a notification of claimed infringement if a claimant fails to substantially comply with all of the requirements we list below.

- ***Plauzzable's Role.***

Plauzzable has no authority or ability to make legal judgments regarding copyright infringement allegations. It is our policy to follow statutes and court rulings regarding uses of our services and conduct of our account holders. The DMCA and similar laws require that Plauzzable act as "go-between," processing notifications of claimed infringement from rights holders and counter-notifications from account holders and notifying the impacted parties. It is the responsibility of the rights holder and the account holder to resolve the dispute.

In addition to facilitating this claim/dispute process, Plauzzable is also responsible for:

- Setting the requirements for what must be included in notifications and counter-notifications, consistent with DMCA requirements and similar

laws;

- Keeping track of notifications directed to account holders, counter-notifications from account holders, and any court orders regarding these disputes; and
- Adopting and reasonably implementing a policy that requires termination in appropriate circumstances of account holders who repeatedly engage in copyright infringement on Plauzzable. We call this our “Repeat Infringer Policy,” and it is discussed in detail below.
  - ***Plauzzable’s Actions Upon Receipt of Notifications of Claimed Infringement.***

If Plauzzable receives a complete notification from a rights holder or someone acting on their behalf claiming that content on a channel infringes the rights holder’s copyright, Plauzzable generally notifies the account holder. At the same time, we will generally remove or disable access to recorded or other content containing the claimed infringing material. We may disable a live-stream and/or suspend an account if the claimed infringement is continuing at the time which we receive the rights holder’s notification.

- ***Plauzzable’s Actions Upon Receipt of Counter-Notifications.***

If Plauzzable receives a complete counter-notification from an account holder, Plauzzable generally notifies the claimant who submitted the original notification. At the same time, we may restore recorded content containing the claimed infringing material. Disputed notifications generally will not qualify for a strike under our Repeat Infringer Policy (discussed in more detail below), unless and until the dispute has been resolved by the account holder and the rights holder. Please note that Plauzzable may not be able to reinstate certain material or access to it due to factors such as the passage of time or the format in which the material was broadcast or stored.

- ***Plauzzable’s Actions Upon Receipt of Retractions.***

If Plauzzable receives a retraction from a rights holder or someone acting on their behalf, we may restore recorded content containing the claimed infringing material and the disputed notification will not qualify for a strike under our Repeat Infringer Policy (discussed in more detail below). Please note that Plauzzable may not be able to reinstate certain material or access to it due to factors such as the passage of time or the format in which the material was broadcast or stored.

- ***Notification, Counter-Notification, Retraction Submission Requirements.***

## 1. Submitting a Notice of Claimed Infringement.

If you are a rights holder or an agent thereof, and you believe that any material transmitted or stored on our service infringes your copyrights, then you may submit a written notification of claimed infringement by providing Plauzzable's Designated Copyright Agent, defined below, with the following information:

- A. Today's date;
- B. Type of material you are reporting (e.g., livestream, recorded clip)
- C. URL where the allegedly infringing material can or could be found (for claims against live streams and material, please provide a channel/location URL; for claims against recorded videos, please provide a direct link to the video);
- D. Date and time of the alleged infringement, where applicable (for live streams, please indicate "ongoing" if alleged infringement is occurring at the time of your submission; for concluded events, please provide the date and an accurate timestamp or time frame that identifies, in Pacific Standard Time, when the alleged infringing activity occurred);
- E. Identification of the copyrighted work allegedly infringed;
- F. Link that points directly to an authorized example of the copyrighted work, if available (e.g., URL to website or other location where work is displayed);
- G. Name of the rights holder (owner of the copyright) (person or company) & your relationship to the rights holder (e.g., whether you are the rights holder or an authorized agent);
- H. Information that allows Plauzzable to contact you, including:
  1. Your full name;
  2. Your organization, if applicable;
  3. Your full postal address (Street, Unit #, City/Town, State, Mailing Code, Country);
  4. Your phone number, including International Code;
  5. Your email address; and
  - Verify these statements by including, and adding your name to, the following affidavit:

I, <your full name as an electronic signature>, wish to state that:

- I have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- This notification is accurate; and
- Under penalty of perjury, I am the owner, or an agent authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.

Providing all of the information listed above makes it easier for Plauzzable to act on your notification, and failure to do so could render your notification ineffective. Please note that copyright complainants have an obligation to preserve evidence of the alleged infringement. Plauzzable will typically forward complete notifications of claimed infringement to the accused account holder to give the accused account holder an opportunity to review the allegations of infringement and take appropriate action, among other reasons.

Finally, notifications of claimed infringement that include false statements or knowing misrepresentations will be rejected if Plauzzable becomes aware of them and may subject the claimant who submitted the notification to liability – for example, pursuant to 17 U.S.C. § 512(f).

## **2. Submitting a Counter-Notification.**

If you are a Plauzzable account holder and a notification of claimed infringement has been submitted against your content, we encourage you to review the details we have provided and consider your options. If you believe that the notification – and any action Plauzzable has taken as a result – was sent due to a mistake (for example, you believe your actions qualify as fair use under U.S. law) or misidentification, then you may send us a counter-notification.

To send a counter-notification – whether responding to a notification directed to recorded content, a live stream, or something else – please provide all of the following information:

- A. URL(s) (if any) where the material that was the subject of the notification of claimed infringement appeared before it was identified, removed, or access to it was disabled;
- B. Name of the claimant who submitted the notification;
- C. Your Services account name and any registration

information;

- D. Your full legal name;
- E. Your email address;
- F. Your full postal address (Street, Unit #, State, Mailing Code, Country);
- G. Your phone number, including International Code; and
- H. Verify these statements by including, and adding your name to, the following affidavit:

I, <your full name as an electronic signature>, wish to state that:

- I consent to the jurisdiction of the Federal District Court for the judicial district in which my address is located, or if my address is outside of the United States, the judicial district in which Plauzzable may be found, and will accept service of process from the claimant.
- I swear, under penalty of perjury, that I have a good faith belief that the material identified in the notification was identified, removed, and/or disabled as a result of mistake or misidentification.

You also have the option to explain why you believe there was a mistake or misidentification. Counter-notifications that include all of the information above should be sent to Plauzaable using one of the methods described in “Designated Copyright Agent” below. Keep in mind that failure to provide this information could result in Plauzzable being unable to act in response to your counter-notification.

### **3. Submitting a Retraction.**

If you are an account holder who has received a notification of claimed infringement, you can seek a retraction by reaching out to the rights holder or agent who sent the notification directly. Plauzzable will honor retractions of notifications from the party that originally submitted the notifications.

If you are a rights holder or agent who submitted a notification that you wish to retract, please email the retraction request to the Designated Copyright Agent’s email address and make the request from the same email address as your original notification. We cannot process requests sent from a different email address.

Please provide the following:

- A. The date of your original notification and, if applicable, the Claim ID – replying to the takedown confirmation email we sent may help us respond more quickly.
- B. The copyrighted work(s) allegedly infringed;
- C. The URL(s) where the allegedly infringing material could be found; and
- D. An electronic or physical signature (typing your full legal name is sufficient).

- ***Repeat Infringer Policy.***

We will terminate an account holder's access to the Services if that user is determined by Plauzzable to be a "repeat infringer" of copyrighted works on the service – under our policy, a user will be considered a repeat infringer if they accrue three copyright strikes. Furthermore, we may in appropriate cases and at our sole discretion, limit access to the Services and/or terminate the accounts of any users who blatantly and egregiously infringe the intellectual property rights of others, whether or not repeat infringement has occurred. Account holders generally earn a strike when Plauzzable receives a complete notification of infringement and does not receive a complete counter-notification regarding the alleged infringement or a retraction of the notification. Strikes are not permanent, but rather are associated with an account for enough time for Plauzzable to determine whether the account holder is engaging in repeated, actual infringement such that termination is necessary under this Policy.

When determining whether account holders are repeat infringers under this policy, we take into consideration complete notifications of claimed infringement from rights holders, complete counter-notifications from account holders, retractions from rights holders, and other relevant factors and circumstances, such as whether the claimant is frivolous or vexatious. Plauzzable may also ask the complainant and/or account holder for more information where we think it is necessary to fairly apply our Repeat Infringer Policy.

If a relevant court rules that an account holder is an "infringer" or "repeat infringer" on Plauzzable, we will take that ruling as conclusive under our Repeat Infringer Policy. To provide judicial determinations showing that an account holder is an infringer, or a repeat infringer, on the Services, please forward it to our Designated Copyright Agent (see below) with "court ruling regarding infringer/repeat infringer" in the subject line. Plauzzable personnel will review the submission and may contact the complainant and/or account holder to verify the court ruling and understand its scope.

- B. **Designated Copyright Agent.**

Plauzzable operates [www.plauzzable.com](http://www.plauzzable.com). Plauzzable's Designated Copyright Agent receives notifications of claimed infringement, counter-notifications, and retractions, and can be reached as follows:

**Email:** leanne.linsky@plauzzable.com

**Mailing Address:** Plauzzable, Inc., 6523 California Ave SW, #362, Seattle, WA 98136

**Phone:** 310-948-1568

Only copyright-related notifications of claimed infringement and counter-notifications that conform to the law and our guidelines above should be sent to Plauzzable's Designated Copyright Agent. Requests for retractions should be sent to the email address provided above.

## **10. Trademarks.**

Plauzzable, the Plauzzable logos, and any other product or service name, logo, or slogan used by Plauzzable, and the look and feel of the Services, including all page headers, custom graphics, button icons, and scripts, may be trademarks or trade dress of Plauzzable, and to the extent that they are, may not be used in whole or in part in connection with any product or service that is not Plauzzable's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Plauzzable, without our prior written permission.

All other trademarks referenced in the Services are the property of their respective owners. Reference on the Services to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us or any other affiliation.

## **11. Third-Party Content.**

In addition to the User Content, Plauzzable may provide other third-party content on the Services (collectively, the "Third-Party Content"). Plauzzable does not control or endorse any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. Please be aware that we do not create Third-Party Content, update, or monitor it. Therefore we are not responsible for any Third-Party Content on the Services.

## **12. Idea Submission.**

By submitting ideas, suggestions, documents, and/or proposals (the "Submissions") to Plauzzable or its employees, you acknowledge and agree that Plauzzable is entitled to use or disclose such Submissions for any purpose in any way without providing compensation or credit to you.

## **13. Termination.**

To the fullest extent permitted by applicable law, Plauzzable reserves the right, without notice and in our sole discretion, to terminate your license to use the Services (including to post User Content) and to block or prevent your future access to and use of

the Services, including where we reasonably consider that: (a) your use of the Services violates these Terms or applicable law; (b) you fraudulently use or misuse the Services; or (c) we are unable to continue providing the Services to you due to technical or legitimate business reasons. Our right to terminate your license includes the ability to terminate or to suspend your access to any purchased products or services, including any subscriptions, through Plauzzable. To the fullest extent permitted by applicable law, your only remedy with respect to any dissatisfaction with: (i) the Services, (ii) any term of these Terms, (iii) any policy or practice of Plauzzable in operating the Services, or (iv) any content or information transmitted through the Services, is to terminate your account and to discontinue use of any and all parts of the Services.

#### **14. Disputes.**

- **Services are Available “As-Is”.**

Your access to and use of the Services or any User Content are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, PLAUZZABLE DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Plauzzable make no warranties or representations and disclaims all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any User Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any User Content; (iii) the deletion of, or the failure to store or to transmit, any User Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Plauzzable or through the Services, will create any warranty or representation not expressly made herein.

- **Limitations of Liability.**

To the maximum extent permitted by applicable law, Plauzzable shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the services; (ii) any conduct or content of any third party on the services, including without limitation, any defamatory, offensive or illegal conduct of other users or third parties; (iii) any content obtained from the services; or (iv) unauthorized access, use or alteration of your transmissions or content. In no event shall the aggregate liability of Plauzzable exceed the greater of one hundred U.S. Dollars (U.S. \$100.00) or the amount you paid Plauzzable, if any, in the past six months for the services giving rise to the claim. The limitations of this subsection shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether or not Plauzzable has been informed of the possibility of any such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

- **Indemnification.**

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Plauzzable, its affiliated companies, and each of our respective contractors, employees, officers, directors, agents, third-party suppliers, licensors, and partners (individually and collectively, the "Plauzzable Parties") from any claims, losses, damages, demands, expenses, costs, and liabilities, including legal fees and expenses, arising out of or related to your access, use, or misuse of the Services, any User Content you post, store, or otherwise transmit in or through the Services, your violation of the rights of any third party, any violation by you of these Terms, or any breach of the representations, warranties, and covenants made by you herein. You agree to promptly notify the Plauzzable Parties of any third-party claim, and Plauzzable reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Plauzzable, and you agree to cooperate with Plauzzable's defense of these claims. Plauzzable will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

## **15. Requests for Information and Service of Process.**

All requests for information or documents related to potential, anticipated, or current legal proceedings, investigations, or disputes must be made using the appropriate level of legal process, and must be properly served on Plauzzable via its registered agent. Please find below the Washington address for Plauzzable's registered agent:

Plauzzable, Inc.  
c/o Paracorp Incorporated  
106 5<sup>th</sup> Ave SE  
Olympia, WA 98501

Please note that Plauzzable does not accept requests for information or documents, or service of process, via e-mail or fax, and will not respond to such requests. All requests must include the information you have that will help us identify the relevant records (i.e., the Service, username or name of involved persons, specific information requested, and its relationship to your investigation. Please also note that limiting your request to relevant records will facilitate efficient processing of your request.

## **16. General.**

### **A. Revisions to Terms of Service.**

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will be posted Plauzzable.com, will govern our relationship with you. We will try, but do not guarantee, to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

### **B. Jurisdiction and Venue.**

The laws of the State of Washington, excluding its choice of law provisions, govern these Terms and any dispute that arises between you and Plauzzable. All disputes related to these Terms, or the Services, will be brought solely in the federal or state courts located in King County, Washington, United States, and you consent to personal jurisdiction and waive any objection as to an inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction, or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Washington (excluding choice of law).

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Plauzzable's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

- **Assignment.**

These Terms, any rights and license granted herein, may not be transferred nor assigned by you. Conversely, Plauzzable may assign these rights or licenses without restriction.

- **Survival.**

Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 6, 7, 10, 11, and 14-16.

- **Entire Agreement.**

The Terms, which incorporate the Privacy Notice, is the entire agreement between you and Plauzzable relating to the subject matter herein and will not be modified except by a writing signed by authorized representatives of both parties, or alternatively, by change to these Terms made by Plauzzable in its sole discretion as set forth in Section 16(A) above.

# Creator & Fan Show Access Terms

## Creator Show Access Terms

- 1. Introduction & Agreement.** The show ticket access feature (“Show Access”) allows Plauzzable users (“Fan” or “Fans”) to view a show by, and support their favorite comedians or comediennes performing on Plauzzable (“you,” “your,” or “Creator(s)”) by purchasing a ticket that provides access to digital content offered by Creators (“Show Ticket”). Your use of Plauzzable (“Plauzzable” or “Platform”) with respect to the Show Access feature, is subject to, and you agree to comply with, these Creator Access Terms (“Creator Terms”) the Terms of Service and any other products or services offered by Plauzzable (“Services”).
- 2. Use of the Services.** You agree your use of Show Access is to offer access to your comedy shows to Fans. This use is subject to, and you agree to comply with, the Creator Terms and Terms of Service. You agree to follow any additional instructions and/or technical documentation Plauzzable provides to you for Show Access.
- 3. E-mails.** If, for whatever reason, you ever receive or view an e-mail address associated with a Fan when they purchase a Show Ticket, you agree that you will not use that e-mail address for any other purpose other than to communicate with Fans about the Show Access, unless you first obtain their permission to do so, consistent with applicable law.
- 4. Show Access Information.** You will provide accurate information to Fans in connection with your use of Show Access, including but not limited to any digital content or services you choose to offer to them. You must clearly and conspicuously disclose all material terms regarding your offer and the nature of content or services you will provide to Fans (i.e., price of Show Tickets, date and time of the show, appropriate audiences, and whether the Show Tickets provide access to live shows or archived performances (depending on what Plauzzable may make available from time to time)).
- 5. Laws.** You agree to comply with all laws applicable to your use of Show Access.
- 6. Intellectual Property.** You confirm that the content you offer via Show Access does not infringe upon the intellectual property rights of any third-party and that you have secured all rights necessary to distribute, copy, display, publicly perform, or otherwise use the content. You further agree not to use or incorporate any music in connection with your use of Show Access unless you own and/or control all rights in all music included in the content (i.e., you wrote, performed, and recorded all music and lyrics yourself, or you have obtained and paid for licenses from all relevant record companies, music publishers, and other rightsholders to feature the music in your content in all countries where your content is made available), or the music is in the public domain. Any reports of unauthorized use of music or other intellectual property rights may result, among other things, in your content being blocked and/or your use of Show Access being terminated under Section 15.
- 7. Limited Use.** You agree that your use of Show Access is solely for the purpose of providing Fans access to your show through a Show Ticket, and not for using,

incorporating, or otherwise providing any other goods or services.

**8. Gambling.** You may not promote or facilitate any gambling, including, for example, a lottery or a raffle, using Show Access. If, for whatever reason, and despite this restriction, you communicate or administer a promotion, contest, or sweepstakes using Show Access, you confirm and agree that you are solely responsible for the lawful operation of that promotion, including with respect to the promotion's official rules, eligibility restrictions, and compliance with any applicable law or regulation governing the promotion and awarding of prizes (for example, any requirements relating to registration or regulatory approvals). Plauzzable will not assist you in the administration of your promotion, and you confirm and agree that if you use Show Access to communicate or administer your promotion, you do so at your own risk. Any such promotion must include a complete release of Plauzzable by each entrant or participant and an acknowledgement that the promotion is in no way sponsored, endorsed, administered by or associated with Plauzzable. For the avoidance of doubt, any such promotion may not award as a prize, or otherwise involve, physical goods, and you agree to indemnify and hold Plauzzable harmless for any such promotional activity.

**9. Payment Processing.** Plauzzable processes all Show Ticket transactions through its payment processor vendor, Stripe ("Payment Processor"). Plauzzable reserves the right to, in its sole discretion, change the Payment Processor from time to time. Plauzzable is not responsible for any fees applied by your financial institution(s) to complete payment to you.

**10. Fees and Revenue Share.** Creators get to set their own prices for their shows subject to the Show Access feature. Plauzzable will pay you a revenue share calculated as a percentage ("Your Share") of what's left of the revenues from your Show Ticket sales after deduction of fees/charges and any other fees or taxes incurred by Plauzzable. Your Show Ticket sales will be processed as payments to Plauzzable via the Stripe payment platform, which are subject to Stripe's separate payment terms and conditions. Plauzzable will deduct for itself a revenue share of 40% of your Show Ticket sales (which cover the fees for Stripe and the use of Plauzzable). The remaining 60% of the Revenue Share goes to the Creator. Plauzzable may, in its sole discretion, change the revenue share provisions contained in these Creator Terms in the future. Plauzzable will make best efforts to give 30 days' notice of any such change. If a Fan successfully seeks a refund or chargeback from their credit card provider in respect to a Fan payment made to you, we may investigate and, if necessary, deduct from your revenue share an amount earned by you equal to the charged-back or refunded amount.

**11. Payment Enrollment Process.** Creators must complete any enrollment process Plauzzable requires for payment by Stripe, or the third-party Payment Processor Plauzzable so designates to you, prior to using the Show Access feature. If you do not complete the payment enrollment process in a proper manner that allows Plauzzable to deliver payment to you through the Payment Processor, you forfeit and waive all rights to receive payment of any funds collected through the Show Access feature. Plauzzable may, but has no obligation or duty, notify you if they are unable to deliver payment based on the information you provide to the Payment Processor platform. Stripe (or the Payment Processor) will collect fan payments and pay the Creator earnings to their bank account.

**12. Discounts and Free Trials.** Plauzzable reserves the right to offer discounted Show Tickets and free trials for fans in its discretion from time to time for any reason. In such instances, Your Share will be reduced accordingly, and Your Share will be based on the amounts fans actually pay (less fees and taxes incurred by Plauzzable). Subject to the implementation of the feature by Plauzzable, and at Plauzzable's sole discretion, a Creator will have the ability to generate up to 3 codes for discounted Show Tickets per show, ranging from 0-100% off. The Creator will decide what percent discount will apply to those 3 tickets.

**13. Payment.** Payment to you of any net amounts Plauzzable receives for Show Access from fans will be made on a monthly basis, on the 4<sup>th</sup> of each month for the previous months' shows, subject to the accurate completion and timely provision of all forms and documentation that Plauzzable reasonably determines is required to complete such payment, and subject to your compliance with the Creator Terms. Plauzzable will not be responsible for any subsequent fees applied by your financial institution to complete payment of the monthly fee to you. If your account is deactivated or terminated, you may forfeit any accrued amounts. Plauzzable also reserves the right to refund Fans, or to set off and/or withhold any amounts that Plauzzable reasonably considers is due or is likely to be payable by you to Plauzzable under these Terms (including under any indemnities).

**14. Taxes.** You are responsible for paying any applicable taxes owed with respect to any amounts you receive through your use of Show Access. If Plauzzable is required to do so under applicable law, it will charge you taxes with respect to such amounts.

**15. Termination/Suspension.** Plauzzable can terminate or suspend your use of Show Access at any time in its sole discretion, and may change or stop offering Show Access at any time in its sole discretion. In no event will Plauzzable be liable for terminating or suspending your use of Show Access, for discontinuation of Show Access, either temporarily or permanently, or for the removal or disabling of access to content, or for the withdrawal of the content or Show Access.

**16. Material Changes.** If you change what is included in a Show Ticket in a way that could be considered material (i.e., date, timing), you must give fans reasonable prior notice before a show such that they have a reasonable opportunity to cancel their Show Ticket if they choose to do so.

**17. Third-Party Use.** If you are using Show Access on behalf of a third-party (including, but not limited to, as an agent or representative of a Creator), you represent and warrant that you have the authority as agent of such party to use such features on their behalf, agree to these Creator Terms, and hereby bind such party to these Creator Terms. You agree that all information submitted to Plauzzable is agreed upon and worked out between you, your agents, and representatives prior to submittal. You agree to indemnify and hold Plauzzable harmless from any claims, suits, losses, liabilities, damages, costs, and expenses resulting from breach of the Creator Terms by you or the parties you represent.

**18. Limitation of Liability.** To the greatest extent permitted by law, you agree that Plauzzable is not liable to you for any incidental, consequential, or punitive damages arising out of these terms, or your use or attempted use of the Show Access feature.

For this clause, “Plauzzable,” “we,” and “our” are defined to include our subsidiaries, affiliates, officers, directors, employees, agents, and third-party service providers. You further agree that Plauzzable excludes all implied warranties, representations, or conditions, that may apply to Plauzzable or any content on it. That means if the Terms of Service or Creator Terms do not expressly include a promise or commitment by us, then one cannot be implied by law. You further agree that Plauzzable is not responsible to you for any loss or damage suffered by you that is not a foreseeable result of Plauzzable breaching the Terms of Service or using reasonable care and skill. You agree that loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you agreed to the Terms of Service and the Creator Terms, both Plauzzable and you knew it might happen. We are specifically not liable for losses associated with unfulfilled offerings and benefits and for losses caused by conflicting or unfulfilled contractual agreements. In no event shall the aggregate liability of Plauzzable exceed the greater of one hundred U.S. Dollars (U.S. \$100.00) or the amounts unpaid by Plauzzable to you, if any, in the past six months for Fans Show Ticket purchases. The limitations of this subsection shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence), breach of statutory duty, or otherwise, and whether or not Plauzzable has been informed of the possibility of any such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

**19. Updates.** Plauzzable reserves the right to update these Creator Terms from time to time. If any change to these Creator Terms is material, we will provide you with notice before the changes become effective, so that you can choose to terminate or discontinue your use of Show Access. Your continued use of Show Access despite material changes to the Creator Terms constitutes acceptance of such changes.

**20. Responsibility.** Only individuals can be Creators. Every Creator is personally bound by the Creator Terms, Terms of Service, and all terms set out elsewhere on Plauzzable. If you have an agent, agency, management company, or other third-party which assists you with the operation of your account or setting up Show Access, this does not affect your personal legal responsibility. Our relationship is with you, the Creator, and not with any third-party, and you will be legally responsible for ensuring that the use of your account complies with all of Plauzzable’s terms.

**21. General Terms.** In addition to all terms set out elsewhere on Plauzzable, the following terms apply to your shows posted, displayed, uploaded, or published by you on or through Show Access (“Content”):

- Your Content is not confidential, and you authorize Fans to access and view your Content on Plauzzable for their own lawful and personal use, and in accordance with any licenses that you grant your Fans. You agree that, consistent with the Terms of Service Section 7A, your participation in Show Access may be recorded or distributed for Plauzzable’s later use.
- Your Content complies with the Terms of Service and Creator Terms.
- You hold all rights to license and deal in your Content on Plauzzable, including in each territory where you have Fans;

- You either own your Content (and all intellectual property rights in it) or have a valid license to offer and supply your Content to fans;
- If your Content includes or uses any third-party material, you have secured all rights, licenses, written consents and releases that are necessary for the use of such third-party property in your Content and for the subsequent use of the Content on Plauzzable.
- You agree to act as custodian of records for any Content that you may upload on Plauzzable.
- Plauzzable is not responsible for, and does not endorse, any aspect of any Content posted by you or any other Creator or fan. We do not have any obligation to monitor any Content and have no direct control over what your Content may comprise.
- You agree that the transactions between Creators and Fans are also governed by the [Standard Fan/Creator Contract](#). Although we facilitate Fan/Creator transactions by providing the Plauzzable platform and Show Access feature, Plauzzable is not a party to the Standard Fan/Creator Contract or any other contract which may exist between a Creator and Fan, or between a Creator and any other person, and are not responsible for any Fan/Creator transaction. The Creator agrees that Plauzzable is not responsible for, and agrees to indemnify and hold Plauzzable harmless for, any claims against Plauzzable for contracts (or any binding agreement) the Creator makes with other individuals or businesses, including but not limited to for appearances on Plauzzable.
- Plauzzable is not liable to you if your Content is copied, distributed, reposted elsewhere or its copyright is infringed by another Fan or any third-party;
- In the case of more than one Creator or multiple individuals involved in a performance you agree that any issues of ownership and ability to share Content will be worked out among those Creators and individuals, independent of Plauzzable.
- Plauzzable is not liable to you for any disclosure of your identity, or any disclosure or publication of your personal information by other fans, users, or third parties without your consent (also known as “doxing”).
- Plauzzable is not liable to you for any failure or delay by us in complying with any part or all of the Terms of Service, Fan Terms, Creator Terms, or any other terms on the website arising outside of our reasonable control. If there is any failure or delay by us in complying with any part of the website terms arising from an event outside our reasonable control, we will notify you as soon as possible and let you know the steps we will take to minimize the effect of the delay.

**22. Security.** Plauzzable is not responsible for internet availability, or any errors in

your connections, device or other equipment or software that may occur in relation to your use of Plauzzable. Plauzzable makes no guarantees that Plauzzable is secure and free from bugs and viruses. Plauzzable is not responsible for any lost, stolen, or compromised accounts, passwords, emails accounts, or any resulting unauthorized activities or resulting unauthorized payments or withdrawal of funds.

**23. Conflicting Terms.** In the event of any express conflict between these Creator Terms and the Terms of Service, these Creator Terms will govern solely with respect to your use of Show Access and solely to the extent of the conflict. These Creator Terms do not alter in any way the terms or conditions of any other agreement you may have with Plauzzable. Plauzzable reserves the right to monitor or audit your compliance with these Creator Terms and to update these terms from time to time.

**24. Venue, Jurisdiction, and Waiver.** The laws of the State of Washington, excluding its choice of law provisions, govern these Creator Terms and any dispute that arises between you and Plauzzable. All disputes related to these Creator Terms will be brought solely in the federal or state courts located in King County, Washington, United States, and you consent to personal jurisdiction and waive any objection as to an inconvenient forum. In the event that any provision of these Creator Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Creator Terms will remain in full force and effect. Plauzzable's failure to enforce any right or provision of these Creator Terms will not be deemed a waiver of such right or provision.

### Fan Show Access Terms

**1. Introduction & Agreement.** The fan show access feature ("Show Access") allows a Plauzzable user ("Fan" or "Fans") to view a show by, and support, their favorite comedians or comediennes ("you," "your," or "Creator(s)") by purchasing a ticket that provides access to digital content offered by Creators ("Show Ticket"). These Fan Show Access Terms ("Fan Terms") apply to your purchase of a Show Ticket. By using Show Access, you agree to these Fan Terms.

**2. Termination.** We may end your right to use all or any part of Show Access immediately if we or a Creator block you from accessing any content, if the Creator has a reasonable belief that you have breached these Fan Terms, or if you are using the Show Ticket in any manner other than for its intended purpose or illegally. If we end your rights under this section, you agree that you are not entitled to any refund.

**3. Revenue.** We may share revenue generated from Show Access between Plauzzable, third-party platform providers, and eligible Creators, according to the terms of agreements between Plauzzable and such Creators and third-party platform providers.

**4. Availability.** Plauzzable may change, suspend, or stop offering Show Access at any time in its sole discretion. In no event is Plauzzable liable in any way for the discontinuation, disabling, or suspension of Show Access.

**5. Free/Discount Trials.** Plauzzable may, but is under no obligation to, provide you

Show Access Show Ticket(s) for a free trial or discounted basis. Free trials are only available to new subscribers and are subject to availability and the sole discretion of Plauzzable. Discounts are also subject to availability and the sole discretion of Plauzzable. You agree not to register multiple times to try and obtain a free trial using multiple names, email addresses, or other means. Any such action is a breach of these Fan Terms and may result in the termination of your account or barring it from Show Access.

**6. Purchases.** This section describes the terms which apply to purchasing a Show Ticket:

- You agree that the transactions between Creators and Fans are also governed by the [Standard Fan/Creator Contract](#). Although we facilitate Fan/Creator transactions by providing the Plauzzable platform and Show Access feature, Plauzzable is not a party to the Standard Fan/Creator Contract or any other contract which may exist between a Creator and Fan, and are not responsible for any Fan/Creator transaction.
- Creators are solely responsible for determining the pricing applicable to Show Ticket purchases for the show or show Content to which you may be given access. All prices appear in USD only. You are responsible for all taxes or fees that may be applicable to you.
- You authorize Plauzzable and any subsidiary companies to supply your payment card details to a third-party payment provider for the purpose of processing your Show Ticket purchase. All purchases will be charged in USD. Your payment card provider may charge you currency conversion fees. Plauzzable does not have control over currency exchange rates or charges.
- If, for whatever reason, you choose to provide details of two or more payment cards, and you try to purchase a Show Ticket from the first card and the card is rejected for any reason, then the other payment card may be used for the purchase.
- If you contact Plauzzable to, and Plauzzable, in its sole discretion, grants you a cancellation or refund of a Show Ticket prior to the show, you agree you are not entitled to, and will not be permitted, to view the show.
- You agree that Show Ticket purchases are nonrefundable. If an issue arises, or there is a material change that you do not believe you received notice of, you may make a request to Plauzzable for a refund. Requests will be considered on a case-by-case basis, and Plauzzable may, in their sole discretion, cancel/refund Show Tickets. You further agree you will not make unjustified requests for a refund to any Creator, or unjustified chargeback requests of your payment card provider in relation to any Show Ticket. If we consider that any request for a refund or chargeback request was made by you in bad faith, we have the right to suspend or delete your account.

**7. Suspension.** Plauzzable reserves the right to suspend your account in accordance with our rights under the Terms of Service (or any terms on Plauzzable that apply to you. You agree that you have no rights or causes of action against Plauzzable arising out of such suspension. If Plauzzable suspends your account under this section, you will not receive a refund for any amounts you currently have expended on Plauzzable.

**8. Material.** You acknowledge that you are aware that the comedy shows on Plauzzable contain adult language or subject matters, and you agree to take this into account when deciding where to access and view the shows. You agree that Plauzzable is not responsible to you if you suffer any loss or damage as a result of your accessing or viewing shows containing such material in a way which places you in breach of any contract or responsibility you have with a third-party (for example, your employment contract) or in breach of any applicable law.

**9. Information.** By purchasing a Show Access ticket, you understand that Plauzzable may share your profile information with the Creator and information about your engagement with the Creator, subject to your privacy settings.

**10. Account.** Continued use of Show Access requires an active Plauzzable account. If you delete your Plauzzable account, you lose access to any content obtained through Show Access.

**11. Limitation of Liability.** To the greatest extent permitted by law, you agree that Plauzzable is not liable to you for any incidental, consequential, or punitive damages arising out of these terms, or your use or attempted use of the Show Access feature. For this clause, "Plauzzable," "we," and "our" are defined to include our subsidiaries, affiliates, officers, directors, employees, agents, and third-party service providers. You further agree that Plauzzable excludes all implied warranties, representations, or conditions, that may apply to Plauzzable or any content on it. That means if the Terms of Service or Fan Terms do not expressly include a promise or commitment by us, then one cannot be implied by law. You further agree that Plauzzable is not responsible to you for any loss or damage suffered by you that is not a foreseeable result of Plauzzable breaching the Terms of Service or using reasonable care and skill. You agree that loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you agreed to the Terms of Service and the Fan Terms, both Plauzzable and you knew it might happen. We are specifically not liable for losses associated with unfulfilled offerings and benefits and for losses caused by conflicting or unfulfilled contractual agreements. In no event shall the aggregate liability of Plauzzable exceed the greater of one hundred U.S. Dollars (U.S. \$100.00) or the amounts paid by you to Plauzzable, if any, in the past six months for the Show Ticket services. The limitations of this subsection shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence), breach of statutory duty, or otherwise, and whether or not Plauzzable has been informed of the possibility of any such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

**12. Updates.** Plauzzable reserves the right to update these Fan Terms from time to time. If any change to these Fan Terms is material, we will provide you with notice before the changes become effective, so that you can choose to terminate or

discontinue your use of Show Access. Your continued use of Show Access despite material changes to the Fan Terms constitutes acceptance of such changes.

**13. General Terms.** In addition to all terms set out elsewhere on Plauzzable, the following terms apply to your use of Show Access:

- You meet the age requirements to use Plauzzable;
- You agree that, consistent with the Terms of Service Section 7A, your participation in Show Access may be recorded or distributed for Plauzzable's later use.
- If the laws of the country or State/province where you live provide that you can only be legally bound by a contract at an age which is higher than 18 years old, then you are old enough to be legally bound by a contract under the laws of the country or State/province where you live;
- You will provide such other information or verification records as we require;
- You are able and willing to make payment (where required) to make use of Show Access when you wish to view and to use any functionality provided by Plauzzable that you wish to use.

**14. Conflicting Terms.** In the event of any express conflict between these Fan Terms and the Terms of Service, these Fan Terms will govern solely with respect to your use of Show Access and solely to the extent of the conflict. These Fan Terms do not alter in any way the terms or conditions of any other agreement you may have with Plauzzable. Plauzzable reserves the right to monitor or audit your compliance with these Fan Terms and to update these terms from time to time.

**15. Venue, Jurisdiction, and Waiver.** The laws of the State of Washington, excluding its choice of law provisions, govern these Fan Terms and any dispute that arises between you and Plauzzable. All disputes related to these Fan Terms will be brought solely in the federal or state courts located in King County, Washington, United States, and you consent to personal jurisdiction and waive any objection as to an inconvenient forum. In the event that any provision of these Fan Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Fan Terms will remain in full force and effect. Plauzzable's failure to enforce any right or provision of these Fan Terms will not be deemed a waiver of such right or provision.

## Standard Fan/Creator Contract

- **Introduction:** This Standard Fan/Creator Contract between Fan and Creator (the “Agreement”) sets out the terms which govern each purchase of a Show Ticket between a Fan and Creator on Plauzzable for Show Access (“Show Ticket Purchase”).
- **Application:** Each time a Fan initiates a Show Ticket Purchase on Plauzzable, this Agreement will apply to the exclusion of any other terms which the Fan or Creator may propose, and this Agreement will legally bind the Fan and Creator participating in the Show Ticket Purchase.
- **Parties:** The only parties to this Agreement are the Fan and Creator participating in the Show Ticket Purchase. Neither Plauzzable nor any subsidiary companies (to the extent they exist) nor third-party payment processors are a party to this Agreement. Nor do Plauzzable nor any subsidiary companies (to the extent they exist) nor third-party payment processors grant any right in respect of, nor participate in, any Show Ticket Purchase, except that they may act as a payment intermediary in accordance with Section 5 in this Agreement.
- **Interpretation:** In this Agreement, defined terms have the following meanings:
  - “**Creator**” means a person allowed to use Plauzzable under the applicable terms of service, who has set up their account to use the Show Ticket feature to provide content.
  - “**Fan**” means a person allowed to use Plauzzable under the applicable terms of service, who has set up their account to view content.
  - “**Fan Payment**” means any and all payments made by a Fan in respect to any Show, including but not limited to for a Show Ticket, under the Show Access feature.
  - “**Plauzzable**” means the website accessed via the URL [www.plauzzable.com](http://www.plauzzable.com) or via any web browser;
  - “**Show**” means the performance provided by the Creator, which includes, but is not limited to, podcasts, comedic acts, storytelling, poetry, trivia, etc., including any content therein, included but not limited to photos, video, audio, livestream material, data, text, metadata, images, interactive features, emojis, GIFS, members, and any other material whatsoever.
  - “**Show Ticket**” means the virtual limited license for a Fan to view a Creator’s show under the Show Access feature on Plauzzable.
  - “**Show Access**” means the feature on Plauzzable that grants Fans a limited license to view and participate in a Creator’s show offer through that feature.

- **“Standard Fan/Creator Contract”** means this agreement by Fan and Creator that they agree to abide by in participating in Show Access.
- **“Tax”** means and includes all forms of tax and statutory, governmental, state, federal, provincial, local government, or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and regardless of jurisdiction.
- **Pricing and Payment:** By purchasing a Show Ticket, the Fan agrees to pay the Fan Payment applicable to the relevant Show in accordance with the published price on Plauzzable’s website plus any Tax which is applicable. The Fan and the Creator authorize Plauzzable or its third-party payment processor (Stripe, or as may be changed by Plauzzable from time to time in accordance with any applicable terms of service) to act as a payment intermediary and to collect, hold, and process the Fan Payment and any applicable Tax, deduct any necessary fees, and to pay out the sums due Creators, as described in applicable terms of services on Plauzzable.
- **License to Access Show:** Once the Fan makes the Fan Payment for a Show Ticket, the Creator grants to the Fan a limited license to access the applicable Show of that Creator to which the Show Ticket relates (the “Show”). This license is non-transferable, non-sublicensable and non-exclusive, and permits the Fan to access and view the Show on the Fan’s personal device and via a normal web browser (and to make a temporary copy of such Content only to the extent that this is an incidental and technical process forming part of the Fan’s accessing the Show (i.e. caching)), in accordance with all other Plauzzable terms of service.
- **Content Ownership:** The Fan participating in Show Access acknowledges and agrees that the license to access Show provided in Section 6 of this Agreement does not result in the fan acquiring any rights in or to the Show, which rights shall be retained by the Creator(s) of the Show.
- **License Expiration:** The licensed granted to a Fan in relation to the Show will expire automatically without notice in the following circumstances:
  - If the Fan Payment related to the Show was unsuccessful, or is charged back, contested, or reversed for any reason;
  - In respect of the Show, once the Show has ended;
  - If the Fan’s account is suspended or terminated for any reason;
  - If the Fan acts in breach of the Terms of Service, or any other applicable terms on Plauzzable;
  - If the Fan closes their Plauzzable account.
- **Cancellation and Refunds:** The Fan participating in Show Access agrees that their

Show Ticket is nonrefundable and expressly consents to waive their cancellation rights under any applicable law. With that said, Plauzzable may, on a case-by-case basis, cancel or refund a Show Ticket under the appropriate circumstances, in their sole discretion.

- **Fan/Creator Obligations:** In respect of every Fan's purchase of a Show Ticket under the Show Access feature:

- The Fan and the Creator participating in the relevant Show agree to comply at all times with Plauzzable's Terms of Service and all other applicable terms in relation to the Show, including when accessing, viewing, and interacting with it.
- The Fan participating in the relevant Show agrees to make the Fan Payment required to access, view, or interact with the Show, and agrees not to initiate a chargeback other than if the Fan disputes the Show Ticket purchase with a good faith reason. By way of non-limiting example, not being happy with a show is not a good faith reason for a chargeback. If someone stole your credit card and used it without authorization, that is a good faith reason. If Plauzzable has reason to suspect that you initiate a chargeback without a good faith reason, it may, in its sole discretion, decide to ban you from Plauzzable.
- The Creator warrants (makes a legally enforceable promise) that they possess all necessary rights in and to the Show sufficient to license it to the Fan in the territory in which the Fan will be accessing the Show, and has obtained, if any, all permissions and consents needed to grant the license in Section 6 of this Agreement.
- The Creator is solely responsible for creating, uploading, and otherwise streaming the Show. The Creator provides no guarantees that it will create and upload Shows on an ongoing or future basis.
- Unless there has been negligence or other breach of duty by the Creator, the accessing by the Fan of the Creator's Show is entirely at the Fan's own risk.

- **No Guarantees:** The Fan participating in the Show Access feature acknowledge that there may be circumstances where it is not possible for the Fan to access the Show or for the Creator to no longer provide the relevant Show, including, but not limited to:
- If the Creator's account is suspended or deleted;
- If the Fan's account is suspended or deleted; or
- If the availability of all or any part of Plauzzable's site is suspended or inaccessible; or

- **Dispute Terms:** The laws of the State of Washington, excluding its choice of law provisions, govern this Agreement. All disputes related to these Terms, or the Services, will be brought solely in the federal or state courts located in King County, Washington, United States, and you consent to personal jurisdiction and waive any objection as to an inconvenient forum.

If you are a federal, state, or local government entity in the United States using Plauzzable in your official capacity and legally unable to accept the controlling law, jurisdiction, or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Washington (excluding choice of law).

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.