StreamElements - Sponsorship Terms of Service
Last updated: August 1, 2026

INTRODUCTION

We are StreamElements Pte. Ltd. and its affiliates (collectively "**StreamElements**", "**we**,", "**SE**" "**us**," or "**our**") and we operate under the laws of Singapore with our primary office located at Razer SEA HQ, 1 one-north Crescent, #02-01, Singapore 138538.

About You

You are a livestreaming and/or video content creator of at least 18 years of age or the age of majority in your primary domicile (whichever is older) (referred to as "**Creator**," "**you**," or "**your**"), using our website, platform and other services provided by us. You may also be a Creator-authorized third-party representative, such as an agent, talent manager, or lawyer (each a "**Representative**", "**you**" or "**your**", as applicable) acting on behalf of a Creator. In either circumstance, both Representative(s) and Creator agree to be bound by these Sponsorship Terms (as defined below), and Representatives guarantee the performance of all services for any Sponsorship by the Creator. All references to Creator shall include the applicable Representative to the extent relevant.

Our Goal

Our goal is to provide you with Sponsorship opportunities that take your content to the next level. No matter the size of your audience, we believe that you should have the opportunity to work with reputable brands and get paid while doing it. Select Sponsorships that you and your community will enjoy and start earning today!

Sponsorships

We offer paid opportunities including, branded content, sponsored streams, and other forms of advertising and promotion (each and collectively, "**Sponsorship(s)**") for various advertisers and brands (collectively, "**Advertiser(s)**"). We enter into separate agreements with Advertisers that allow us to offer these Sponsorships to you. A Sponsorship listing details certain activity regarding your Sponsorships, including terms related to the Sponsorships, delivery timelines, Briefs (as defined below), and performance metrics. Sponsorships offered are subject to change at any time, and the available seats for a Sponsorship may be limited. More specifics and details are provided below.

GrabTap Campaigns

We also may offer opportunities to enroll in GrabTap ("**GrabTap**"), our partner program wherein you may earn passive income by enrolling in certain GrabTap campaigns (each and collectively, "**GrabTap Campaign(s)**") to promote GrabTap games (each and collectively, "**GrabTap Game(s)**") to your community (collectively, the "**GrabTap Program**"). Each GrabTap Campaign listing will detail actions, milestones, achievements, and other activities that earn players points towards rewards and will earn you income (each and collectively, "**Qualifying Event(s)**"). GrabTap Campaigns, GrabTap Games, and Qualifying Events may be limited, are not guaranteed, and are subject to change at any time. Qualifying Events vary by GrabTap Campaign and GrabTap Game. For certain GrabTap Games, it may be required that any Qualifying Events must be completed by new users (persons that have not downloaded or made an account previously).

Applicable Terms

These Terms of Service ("**Sponsorship Terms**") between you and StreamElements govern all Sponsorships and GrabTap Campaigns. Your acceptance of any Sponsorship and/or GrabTap Campaign is subject to these Sponsorship Terms, SE's Website Terms of Use, Privacy Policy, and Copyright

Policy (collectively, the "**Terms**"). Further, any Requirements, Fee, delivery timelines, and other terms specified in the applicable Sponsorship listing and Brief for a given Sponsorship shall be incorporated into and form part of these Sponsorship Terms with respect to that Sponsorship.

HOW IT WORKS

1. STEP BY STEP

1.1. **Log into StreamElements**. To access your Sponsorships, you must be logged into your account on StreamElements.com. For a Representative to act as an agent on behalf of a Creator through the Representative portal (https://agencies.streamelements.com), Creator must link their StreamElements account to the specific Representative account.

1.2. **Navigating the Sponsorships Marketplace**. Once logged in, you will be presented with our user interface (the "**SE Dashboard**"). Locate the menu on the left side of your screen (on mobile you can access the menu via the menu icon). Click the "Revenue" tab to open a drop-down menu and select "Sponsorships" to find your Sponsorship opportunities.

1.3. **Sponsorship Requirements**. Before accepting a Sponsorship, you must review and understand its terms, including, without limitation, what content you are expected to produce and deliver ("**Deliverable(s)**") and any StreamElements tools and/or widgets you must enable, additional details such as due dates, any exclusivity and/or non-compete terms, the Brief with which your Requirements must comply, usage and licensing rights, and potential earnings for your services as outlined in your Sponsorship listing (each and collectively, "**Requirement(s)**"). You are solely responsible for ensuring you have the ability to fulfil a particular Sponsorship's Requirements prior to accepting the Sponsorship. The Requirements and additional terms may vary from campaign to campaign.

1.4. **Accepting a Sponsorship**. Once you have reviewed the Requirements and any additional terms, you may accept the Sponsorship by clicking the "Start Now" button towards the top right of your Sponsorship listing. You must click on the "Start Now" button to officially accept the Sponsorship. Once you have clicked the "Start Now" button, a binding contract between you and us has been formed in respect of the Sponsorship, governed by these Sponsorship Terms herein and the corresponding Requirements.

Sponsorships listed on the SE Dashboard are made available on a first-come, first-served basis and may be modified, updated, or removed by us at any time before a Creator accepts the applicable Sponsorship in accordance with this Section 1.4. Available seats for any Sponsorship may be limited, and we do not guarantee that any listed Sponsorship will remain available at the time you attempt to accept it.

1.5. **Creator Briefs**. For every Sponsorship, you will be supplied with a supplemental guide filled with relevant Sponsorship information ("**Brief**"). A Brief may include information such as sponsorship overview, campaign Requirements, recommended talking points, Advertiser-specific guidelines, FTC disclosure guidelines, instructions about our tools, and additional tips and tricks to help you complete a successful Sponsorship. We highly encourage you to read and understand all information included in each Brief prior to accepting a Sponsorship. Failure to comply with or fulfil the requirements of the Brief may disentitle you from earning the consideration contemplated in the Sponsorship.

1.6. **Completing a Sponsorship**. To be eligible for payment of any applicable Fees (as defined below), you must:

(a) where applicable, have applicable Deliverables approved in accordance with Section 2.2

(b) complete all mandatory Requirements set out in the Sponsorship in accordance with Section 2.1; and
(c) not be in breach of these Sponsorship Terms.

1.7. **GrabTap Campaigns**. Like Sponsorships, GrabTap Campaigns will appear in the SE Dashboard. To participate in GrabTap Campaigns, you must enrol in the GrabTap Program via your SE Dashboard. When your community members sign up for GrabTap using your unique code and/or affiliate link, download and play GrabTap Games for which you are running a GrabTap Campaign, you will earn income for all corresponding Qualifying Events. Details related to each GrabTap Campaign, including eligibility, Qualifying Events, earnings, etc. will be detailed in the SE Dashboard. You understand and agree that as between you and us, all metrics, Qualifying Events, associated rewards and/or points, payouts, rules, policies, and operating procedures apply to you and the users of GrabTap, and may be changed at any time.

2. SERVICES

2.1. **Performance**.

(a) **Requirements**. For each Sponsorship to be considered completed or otherwise performed, all Requirements shall be completed as outlined in the Sponsorship listing and must comply with the terms of any Brief and these Sponsorship Terms, including with respect to all messaging and content requirements, any additional guidance or directions provided to you by us or the Advertiser, and these Sponsorship Terms. You must comply with all delivery timelines provided to you.

(b) **Unsatisfactory or Late Delivery**. If, in our sole discretion, we determine a Deliverable does not meet the Requirements, or is otherwise unsatisfactory, we may request that you produce make-good Deliverables to complete your Sponsorship. Such unsatisfactory or late delivery shall constitute a material breach of these Sponsorship Terms. In such case, we may in our sole discretion: (i) refuse to pay the Fee; (ii) withhold payment of the Fee in whole until any make-good Deliverables are submitted, where applicable; and/or (iii) terminate the Sponsorship.

(c) **Bonus Goals**. Additionally, some Sponsorship listings may include bonus goals such as sign-ups, downloads, performance milestones, audience engagement, etc. (each a "Bonus Goal" and collectively, "Bonus Goals"). A failure to achieve Bonus Goals shall not be a breach of these Sponsorship Terms. However, where you are able to fulfil these Bonus Goals, it determines your eligibility for any incentivized Fee tied to that specific Bonus Goal as described in the applicable Sponsorship listing and in Section 3.1 below

2.2. **Approvals**. Deliverables shall conform to these Sponsorship Terms as well as any applicable Brief, guidelines, or other requirements we and/or the Advertiser supply/supplies to you. When applicable, we and/or the Advertiser will have the right to approve a Deliverable (not to be unreasonably withheld) and you will not post or otherwise use any Deliverable without such approval. Deliverables shall only be deemed accepted upon written approval by us and/or the Advertiser (email will suffice). For the avoidance of doubt, livestreamed Deliverables shall not be subject to our approval.

2.3. **Fraudulent and Misappropriated Activity**. If you accept a Sponsorship or GrabTap Campaign, we expect an honest effort. Performance milestones, metrics, Qualifying Events, or bonuses obtained through the following actions shall not qualify in determining whether the Requirements were performed: (i) multiple downloads/sign-ups using the same unique device ID, (ii) downloads/sign-ups not generated by human users, but by means of any device, program, or robot, (iii) downloads/sign-ups using stolen credit cards or false personal

information, (iv) downloads/sign-ups created in bad faith; (v) downloads/sign-ups generated through alternative incentives; or (vi) any deceitful, fraudulent or misappropriated means.

The determination of such fraudulent and/or misappropriated activity shall be made at our sole discretion. We reserve the right to exercise our rights under Section 6 in respect of such breach, including terminating the Sponsorship with no Fees due to you. In addition, we reserve the right to (i) delay or withhold payment of any Fees; (ii) exercise a right of set-off against any Fees due to you or (iii) refuse to pay any Fees whatsoever in the event of such fraudulent and misappropriated activity.

3. PAYMENT

3.1. **General**. You must comply with the Terms in order to receive payments for any Sponsorship or GrabTap Campaign and you must provide us with any information we request in order to verify your compliance therewith. If you violate this Agreement, or any terms and conditions of any other applicable agreement with us, then, in addition to any other rights and remedies available to us, we reserve the right to permanently (to the extent permitted under applicable law) cease payment of (and you agree you will not be eligible to receive) any and all Fees otherwise payable to you under these Sponsorship Terms, whether or not directly related to such violation, without notice and without prejudice to any right we have to recover damages in excess of such amount.

3.2. You agree that (a) the fee outlined in the Sponsorship, is the sole consideration for your services related to your Sponsorship, and (b) the applicable Qualifying Events and their associated payouts, are the sole consideration for your participation in the GrabTap Program, the sufficiency of which is hereby acknowledged. Fees may vary in type and amount based on the Sponsorship and/or GrabTap Campaign. Possible structures for Sponsorships and the Fees include, but are not limited to, (i) base fee only (i.e., a single flat fee), (ii) base fee plus fees for incentivized goals (i.e., a single flat fee plus additional incremental fees based on your achievement of the applicable Bonus Goals), and (iii) fees for incentivized goals only (i.e., incremental fees based on your achievement of the applicable Bonus Goals).

3.3. Creator is responsible for paying any broker's, agent's, manager or third-party fees, commissions, and taxes payable by Creator in connection with these Sponsorship Terms or Creator's services and/or participation hereunder. Creator represents that it is, and shall remain, for so long as these Sponsorship Terms are in effect, responsible for withholding payments and taxes with respect to Creator's services and/or participation hereunder, whether pursuant to any social security, unemployment insurance, old-age pensions, worker's compensation or disability benefits, legislation, or regulation throughout the Term and at all times thereafter.

3.4. **GrabTap Commissions and Payments**. For each GrabTap Campaign in which you participate, you will accrue GrabTap earnings for certain Qualifying Events that occur ("GrabTap Commissions"). In order to earn GrabTap Commissions, a user must sign up for GrabTap using your designated code and/or link, and choose you to support when they play a GrabTap Game. As that user reaches certain Qualifying Events, you will earn GrabTap Commissions. Qualifying Events will be disqualified if (a) we learn or have reason to believe that a violation of these Terms by you, on your behalf, or by your users occurs, (b) a Qualifying Event occurs after the user has removed you from their selected creator(s) to support, and (c) a Qualifying Event occurs after the Term. You can view your accrued GrabTap Commissions in your SE Dashboard. In order to receive your GrabTap Commissions, you must make a request via your SE Dashboard. Requests are processed and paid within thirty (30) days of receipt of your request.

3.5. **Representative Payment**. If linked to a Representative account, Creator represents and confirms that Representative is authorised to receive payments on Creator's behalf. In such

event, Fees shall be remitted to the designated Representative and Creator shall look solely to the Representative for payment of any fees. It is the sole obligation of the Representative to settle any disputed fees directly with the applicable Creator. We rely on the Representative being an authorized party to receive payment on behalf of a Creator, and as a result, our obligation ends upon remittance to Representative.

3.6. **Tipalti**. For any payment related to Sponsorships or GrabTap Campaigns, you must set up an account on Tipalti (https://strms.net/tipaltisetup). Upon satisfactory completion of all Requirements for a given Sponsorship, and so long as you are not in breach of these Sponsorship Terms, the Fees shall be paid according to the payment schedule outlined in the Sponsorship.

You are responsible for complying with Tipalti's own terms of service, onboarding and verification requirements as required by Tipalti. Your relationship with Tipalti is independent of these Sponsorship Terms and we are not responsible for any acts, omissions, delays, fees or account restrictions imposed by Tipalti. If you are unable to establish or maintain a verified Tipalti account, we may withhold or delay payment of any Fee until the issue is resolved, and we shall have no obligation to pay any Fee by an alternative method

4. OWNERSHIP

4.1. Unless otherwise stated in the Sponsorship, Creator owns all right, title, and interest in and to any Deliverables and the results and proceeds of Creator's services in connection with any Sponsorship, except any Advertiser Marks incorporated therein. "Advertiser Marks" means all trade names, trademarks, service marks, and other intellectual property including, without limitation, Advertiser logos, identifying features, items, slogans, and any and all other intellectual property related to Advertiser and its products and/or services. Advertiser shall retain all right, title, and interest in and to the Advertiser Marks, and the use of the Advertiser Marks by Creator shall inure to the benefit of Advertiser. Advertiser grants Creator the limited and revocable right and license to you to use the Advertiser Marks provided and/or approved by Advertiser solely for use in the Deliverables as set forth in the particular Sponsorship listing, Brief, guidelines or other requirements provided by the Advertiser or us. All rights in and to the Advertiser Marks are reserved by Advertiser.

4.2. You grant SE and its affiliates a worldwide, non-exclusive, royalty-free, sublicensable licence to host, store, reproduce, transmit, display, perform, distribute, adapt for technical formatting, create excerpts, clips, previews, thumbnails and other technical derivatives of, and otherwise use the Deliverables, livestreams, recordings, posts, content, metadata, account information and campaign materials you submit or make available through the SE Dashboard or related services, solely for the purposes of operating, administering, promoting, measuring, verifying, reporting on, enforcing, supporting, and machine learning and artificial intelligence processing for the purposes of improving and refining the Sponsorships, GrabTap Campaigns and the platform.

5. CONFIDENTIALITY

5.1. All nonpublic information and materials furnished or communicated from one party ("**Disclosing Party**") to the other party ("**Recipient**") (whether oral or written) relating to any Sponsorship, these Sponsorship Terms, business plans, marketing strategies, and any other trade secret or non-public business information, is "Confidential Information" that is proprietary to either party and/ or Advertiser. Recipient agrees to maintain in strict confidence all such Confidential Information, except only to the extent that such information is made publicly available or was known to Recipient prior to any disclosure. All persons receiving access to the Confidential Information shall be advised of the confidential nature of such information or materials and shall agree to be bound by the terms and conditions of these Sponsorship Terms as a condition to obtaining access to such Confidential Information.

Recipient agrees that it will not use any Confidential Information in any manner, other than in connection with performing its services hereunder, provided that Recipient may disclose the same to its business or legal representatives who have a duty of confidentiality at least as strict as outlined herein. Recipient shall be primarily responsible for such representatives' disclosure of Confidential Information to any third party.

5.2. If Recipient becomes legally compelled to disclose any of the Confidential Information, Recipient will provide the Disclosing Party with prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with these Sponsorship Terms. If such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions hereof, Recipient agrees to furnish only that portion of the Confidential Information that is legally required.

5.3. For the avoidance of doubt, you shall refrain from and shall ensure that your authorized representatives or agents refrain from communicating, dealing, or attempting the foregoing directly or indirectly with the Advertiser, any of its representatives or agents in connection with this Sponsorship, including without limitation, utilizing any of Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information. You also understand that any press inquiries regarding your services hereunder and any information and materials related thereto shall be directed to SE and you shall not communicate to the press directly without SE's prior written approval.

5.4. Each party shall continue to be bound by its obligations of confidentiality regarding any Confidential Information following termination of these Sponsorship Terms.

6. TERMINATION

6.1. SE may terminate these Sponsorship Terms and request the removal of any content related to the Sponsorship for any reason or no reason immediately upon written notice to Creator.

6.2. If SE terminates these Sponsorship Terms and/or makes any request for removal:

(a) where it is due to Creator's breach, no fee shall be due to Creator, Creator shall cease all use of the Advertiser Marks, and SE shall have no further obligations hereunder; or

(b) where the termination is for convenience, SE shall pay Creator a prorated portion of the fee for Requirements satisfactorily completed (as determined by SE in its sole discretion) as of the date of termination and any accrued GrabTap Commissions as of such date.

6.3. For the avoidance of doubt, SE shall not be responsible for the payment of any Fees to Creator accrued due to fraudulent or misappropriated means or any other means listed under Section 2.3.

6.4. All provisions of these Sponsorship Terms which, expressly or by implication, survive the expiration or earlier termination of the Term shall so survive the expiration, suspension, and termination of these Sponsorship Terms or any provision hereof.

7. FORCE MAJEURE

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached these Sponsorship Terms, for any failure or delay in fulfilling or performing any term of these Sponsorship Terms, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of

God; (b) flood, fire, earthquake, other potential disasters(s) or catastrophe(s), such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of these Sponsorship Terms; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.

8. REPRESENTATIONS AND WARRANTIES

8.1. **Mutual Representation and Warranties**. Each party represents and warrants that: (a) it has and will continue to have the full right, power, and authority to enter into these Sponsorship Terms, grant the rights herein, and fully perform its obligations hereunder; (b) it will conduct itself appropriately and professionally in accordance with the highest standards customary to the entertainment industry; (c) it will comply with all applicable federal, state, and local laws and regulations; and (d) it will not engage in illegal activities.

8.2. **Creator Representations and Warranties**. Creator hereby represents and warrants that: (a) Creator is at least eighteen (18) years of age or age of legal majority in their jurisdiction of residence; (b) Creator has the right to enter into these Sponsorship Terms and has no conflicting commitments or obligations that would interfere with Creator's ability to perform the services required of Creator and the rights grants herein; (c) Creator has not acquired the number of social media followers Creator has as of the Effective Date, nor shall Creator acquire any social media followers during the Term, by means of any automated program or similar technique/method, or fraudulent behavior of any kind, and any representation Creator has made to Advertiser with respect to the number of social media followers Creator has acquired is truthful and accurate, to the best of Creator's knowledge; (d) except for customary and industry standard video game content incorporated in the Deliverables, all material created, added, interpolated and/or submitted by Creator, including, without limitation the Requirements, shall be wholly original to Creator (or shall otherwise be properly licensed by Creator); (e) Creator's performance of the services hereunder, the Requirements, and any elements thereof, do not and will not infringe, misappropriate, or otherwise violate the intellectual property, privacy, or publicity rights of any third parties or constitute defamation thereof; (f) Creator shall comply with all applicable laws and regulations, and social media platform rules and terms of service, including, without limitation, to clearly and conspicuously disclose Creator's affiliation and material connection with the Advertiser and/or in connection with your promotion of GrabTap and/or GrabTap Games in accordance with the Federal Trade Commission Guides Concerning the Use of Endorsements and Testimonial in Advertising (as they may be updated) outlined in Exhibit B, attached hereto and incorporated by reference herein; (g) Creator shall ensure that the Deliverables and any content you produce in connection with your promotion of GrabTap or GrabTap Games shall not contain any vulgarity, offensive language, excessive profanity, graphic content, or lewd acts, statements, images or materials; (h) Creator shall not subject the Requirements and services to any chargebacks, cancellations, duplicate tracking, returns, disputed charges, abuse and other program violations; (i) any claims Creator makes about Advertiser or Advertiser's products or services and GrabTap and/or GrabTap Games shall reflect Creator's honest opinions, and otherwise shall be truthful and verifiable as reflected on the product label and/or as approved by Advertiser; and (j) Creator is not a member of any union or guild or signatory to any collective bargaining agreement which would subject Creator's services and/or Requirements to any union, guild, or collective bargaining agreement's regulations, rules, fees, and/or terms.

8.3. **Representative Representations and Warranties**. If a Representative is acting on behalf of a Creator, Representative represents, warrants and agrees that Representative: (i) is a corporation

validly existing in its jurisdiction of formation, established for a valid business purpose and not as a mere sham, conduit or agent for Creator; (ii) has the actual authority, right, and power to enter into this agreement on behalf of Creator granted expressly by Creator in writing (where SE may request and Representative shall provide evidence of such authority, right, and power at any time); (iii) has the right to control and lend Creator's services and grant the rights as herein provided; (iv) has granted Creator the opportunity to review these Sponsorship Terms, and has sought and obtained legal counsel with respect hereto, or Creator has otherwise has declined such opportunity to do so; (v) shall ensure that Creator is not subject to any obligations or disability which will prevent or interfere with Representative and Creator from fully keeping and performing all of the agreements, covenants and conditions to be kept or performed hereunder; and (vi) shall ensure that Creator has not made nor will make any agreement, commitment, grant or assignment, or will do, or omit to do, any act or thing that interferes with or impairs the complete enjoyment of the rights granted and the services to be rendered to SE hereunder. SE's rights and remedies against Creator under these Sponsorship Terms shall remain in full force and effect as if Creator had entered into an agreement directly with SE. SE shall not be required to first resort to or exhaust any rights or remedies that it may have against Representative before exercising any rights and/or remedies against Creator.

These Sponsorship Terms shall be deemed modified to the effect that: (i) Representative hereby agrees to furnish the services of Creator in connection with the performance of Creator's obligations hereunder, subject to the terms of these Sponsorship Terms; (ii) Representative shall furnish to SE the services of Creator required by these Sponsorship Terms, by lending Creator to SE and guaranteeing Creator's performance of each and all of such services and Requirements; (iii) the Fees shall be paid to Representative and not to Creator in accordance with these Sponsorship Terms and SE's obligation to pay ends upon remittance of the Fees to the Representative in accordance with Section 3.3.

9. MORALS CLAUSE

SE may terminate or suspend these Sponsorship Terms immediately upon written notice to Creator, and/or instruct Creator to immediately cease all use of and remove any Deliverable(s) from where they are being exploited, if Creator: (a) commits any criminal act or other act involving moral turpitude, drugs, or felonious activities; (b) commits any act or becomes involved in any situation or occurrence which brings them into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the community or any group or class thereof, or which reflects unfavorably upon SE or Advertiser, or reduces the commercial value of Advertiser's association with Creator; or (c) takes any action (other than legal action or arbitration arising out of these Sponsorship Terms) or makes or authorizes statements deemed by the SE to be in derogation of Advertiser or its products and such actions or statements become public. Any of the acts described above will be deemed a material breach of these Sponsorship Terms. SE will not be liable for any Fees due to Creator in the event of a termination date and shall have all right to withhold payment . This provision shall survive the expiration or termination of these Sponsorship Terms.

10. INDEPENDENT CONTRACTOR STATUS

Creator is an independent contractor and not an employee or agent of SE or Advertiser. Accordingly, Creator understands that Creator shall not be: (i) entitled to participate in any of SE's or Advertiser's benefit plans; (ii) covered by SE's or Advertiser's health insurance or worker's compensation policies; or (iii) entitled to any unemployment benefits in the event its services are terminated. Creator is not granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of SE, or to bind SE to any agreement, contract, or arrangement of any nature, except as expressly provided herein. Creator shall be solely and entirely responsible for their acts during the performance of these Sponsorship Terms.

11. ASSIGNMENT

Creator may not assign any obligations under these Sponsorship Terms without the prior written consent of SE. Notwithstanding the foregoing, Creator may freely assign benefits under these Sponsorship Terms. SE may assign any or all of its rights or obligations under these Sponsorship Terms in its sole discretion.

12. INDEMNIFICATION

12.1. To the fullest extent permitted by applicable law, you shall indemnify, defend, save, and hold harmless SE and its affiliates, subsidiary, and parent corporations, and their respective officers, directors, employees, agents, successors, and assigns (collectively, "**SE Parties**"), from and against any and all third party claims, suits, actions, losses, liabilities, injury, damages, or direct, out-of-pocket, third party costs including, without limitation, reasonable outside attorneys' fees and legal expenses (collectively, "**Claims**") arising out of third party claims with respect to: (a) your breach of any of its representations, warranties, covenants, or obligations contained in these Sponsorship Terms; and (b) your gross negligence and/or willful acts, errors, or omissions. You will reasonably cooperate with us in any defense against these claims and we shall have the right to participate in the defense of any Claims and to employ counsel, at its own expense, separate from the counsel employed by you. You shall not consent to, and we shall not be required to agree to, any settlement, compromise, or judgment that: (i) you do not fully pay for; (ii) provides for injunctive or other non-monetary relief affecting SE Party or includes any statement or implication of any wrongful or improper act or omission by any SE Party; (iii) does not include as an unconditional term, a release from all liability of each SE Party with respect to such Claims by each third party that has claimed, or has a right to make a claim for, or with respect to any Claims; and (iv) is in derogation of any SE Party's rights and/or remedies.

12.2. This Section shall survive any expiration or termination of the Sponsorship Terms.

13. PLATFORM PROVIDED "AS IS"

13.1. The SE Dashboard, Representative Portal, GrabTap Program, sponsorship marketplace, tracking tools, analytics, reporting tools, widgets, creator codes, payment integrations and all other platform features and services (collectively, the "**Platform**") are provided on an "as is" and "as available" basis.

13.2. To the fullest extent permitted by applicable law, SE disclaims all representations, warranties and conditions, whether express, implied, statutory or otherwise, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, non-infringement, availability, accuracy, reliability, uninterrupted operation, error-free operation, security, or that the Platform or any data, metrics, analytics, reports, tracking mechanisms, integrations or features will be complete, accurate or free from errors.

13.3. SE does not warrant that the Platform will be available at all times or operate without interruption, delay, omission or error. SE may modify, suspend, discontinue, restrict access to, or remove any aspect of the Platform at any time, with or without notice, including for maintenance, upgrades, security, legal, operational, advertiser, fraud prevention or business reasons.

13.4. SE shall not be liable for any interruption, delay, inaccuracy, loss of data, reporting discrepancy, tracking failure, payment delay, integration issue or other failure arising from or relating to any third-party platform, service provider, payment processor, advertising network, social media

platform, application programming interface (API), telecommunications provider or other third-party service.

14. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION HEREOF AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SE OR THEIR RESPECTIVE DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE TO YOU, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THESE SPONSORSHIP TERMS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY. IN NO EVENT WILL SE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE SPONSORSHIP TERMS (REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AGGREGATE AMOUNTS PAYABLE TO CREATOR HEREUNDER DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

15. GOVERNING LAW

15.1. The laws of Singapore, without regard to principles of conflict of laws, shall govern both these Sponsorship Terms and any dispute that might arise between you and SE in relation to your participation in a Sponsorship. You agree that all disputes arising shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise.

16. SEVERABILITY; INTERPRETATION

Should any provision(s) of these Sponsorship Terms for any reason be declared invalid, void, or unenforceable by a court of competent jurisdiction, such adjudication shall in no way affect any other provision(s) of these Sponsorship Terms or the validity or enforcement of the remainder of these Sponsorship Terms, and the provision(s) affected shall be curtailed only to the extent necessary to bring these Sponsorship Terms within the applicable requirements of the law. The headings used herein are for convenience use only and are not part of these Sponsorship Terms.

17. CHANGING THE TERMS

We may amend the Sponsorship Terms at any time in our sole discretion with notice to you. We will provide you with notice of any material changes to these Sponsorship Terms by posting the new Sponsorship Terms on our website and/or on the SE Dashboard. Please consult these Terms regularly for any changes. The date of the last revision appears at the top of these Sponsorship Terms. Your continued participation in any Sponsorships after the effective date of the revised Sponsorship Terms constitutes your acceptance of the Sponsorship Terms. If you don't agree to the new Sponsorship Terms, we ask that you end any current Sponsorship and do not accept future Sponsorships.

18. NO WAIVER

No failure to exercise or enforce any right or provision of these Sponsorship Terms by any party shall constitute a waiver of such right or provision, or consent to any subsequent breach of the same or any other term or condition of these Sponsorship Terms. In the event you do not adhere to these Sponsorship Terms, and we do not take immediate action, we still reserve all the rights that we have, including the right to take future action.

19. LANGUAGE

These Sponsorship Terms and its terms are written in English. You are responsible for making any necessary translations to your desired language. You agree that SE may make available services or automated tools to translate these Sponsorship Terms using such services or tools. We do not guarantee the accuracy or quality of translations and you are responsible for confirming the accuracy of any translations. We disclaim all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement. In the event of any conflict or inconsistency between the English version of these Sponsorship Terms and any translation, the English version shall prevail.

20. GIVEAWAYS

From time to time, a Sponsorship may include the opportunity to distribute an item, code, and/or product supplied by the Advertiser, to your community. In these instances, you are solely responsible for administering the giveaway and complying with all applicable laws, rules and regulations in the jurisdictions where your community is located. We will not participate in the giveaway process at any point, aside from facilitating access to the giveaway item if requested by the Advertiser, and you shall not state or imply that SE is a sponsor, supporter or otherwise part of the giveaway.

21. FEEDBACK

Upon completion of a Sponsorship, you may be asked to provide ratings, comments, etc. (each and collectively, "**Feedback**"). In the event you provide Feedback, you give us permission to use, display and publish the Feedback and the Creator name(s) associated with the account on our website and in our marketing materials, subject to applicable law and SE's Privacy Policy. Any unsolicited feedback shall be deemed to be non-confidential, and SE has no obligation to respond to or act on any unsolicited feedback.

22. CONTACT US

If you have any questions related to these Sponsorship Terms or your Sponsorships, you can either open a support ticket through our help center (a link will be supplied in your Briefs) or email support@streamelements.com. If you have specific questions related to GrabTap Campaigns, please email support@grabtap.com. We recommend that you submit a ticket to get the quickest possible response time, but you are free to use either option. Response rates will vary based on the volume of requests and available support personnel. We appreciate your understanding!