



Terms

These Terms are Legally Binding

Welcome to Club. These Terms of Use form a legally binding contract between you ("you," "your" "**User**," "**Creator**" or "**Fan**") and Club ("we," "us", "our" or "**Club**"). As part of these Terms, you agree to comply with the most recent version of our Privacy Policy, which is incorporated by reference into these Terms.

Takeoff Newco, Inc. provides Club, a social network for Creators enabling anyone to make a living from the comfort of their home by offering their Fans (the "**Fans**") premium digital content with a monthly subscription in an app (the "**Service**"). Club is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "**Terms**"). Your use of Club constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference. For information about our data practices, please see our Privacy Policy, including our Cookie Policy. We can collect and use your information in accordance with those policies.

Any new tools, products, Service, or features added to the Service shall be subject to this Terms of Use. We reserve the right to update and change the Terms of Use by posting updates and changes on the Club app or website at any time. You agree that it is your responsibility to check the Terms from time to time for any updates or changes that may impact you, your purchase, or the Service. If you access or use the Service, or continue accessing or using the Service after being notified of a change to the Terms or the Privacy Policy, you confirm that you have read, understand and agree to be bound by the new Terms and Privacy Policy.

Please feel free to contact us at contact@club.fans for any questions, inquiries or issues.

These Terms were last updated on February 7, 2024.

while we make reasonable efforts to provide you with accurate content, we make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, expertise, quality of work of the creators or in respect to any other content available through the Service. in no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on any such content. furthermore, we do not in any way endorse or recommend any individual or entity listed or accessible through the Service. "Content" means content, text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available or otherwise found through the Service, including, without limitation, Content provided in direct response to your questions or postings.

User Accounts

1. **Registering.** Club users can sign up for a user account by following the instructions on the App. Club reserves the right to reject any new registration or cancel any existing account at any time and for any reason.
2. Users may only register for an account for themselves or for a company or group that they have the authority to represent. Users represent and warrant that they have the authority to bind their employer, company, or group to this Terms of Use.
3. It is the User's responsibility to choose and maintain a secure password to access the Service. Users acknowledge that Club is not liable for any breach, loss, or damage from your failure to maintain the security of an account and/or password.
4. Fans accept to share their emails with creators when they interact with a creator.
5. **Misuse of Account.** Users shall not:
 - a. Select or use a User ID with the intent to impersonate another person;
 - b. Use another User ID without appropriate authorization;
 - c. Select a User ID that is offensive, vulgar or obscene.
 - d. Propose, advertise, or solicit any kind of sexual services, including but not limited to prostitution, escort services, or other sexual acts in exchange for

compensation or other forms of consideration.

6. Users are responsible for all activity that occurs on their account. Users must immediately notify Club of any unauthorized use of their account, or any other account related security breach of which a User is aware.
7. Users can delete their Account at any time. Any breach or violation of any term in the Terms of Use as decided solely by Club will result in the immediate termination of the account. You may not bring a claim against us for suspending or terminating another User's account, and you agree you will not bring such a claim. If you try to bring such a claim, you are responsible for any damages, including reasonable attorney's fees and costs. These terms remain in effect even if you no longer have an account.
8. Account deletion is a permanent action. Once an account is deleted, it cannot be recovered or restored. Upon the deletion of an account, the user acknowledges and agrees that they will lose all access to the account and its associated features. This includes, but is not limited to, access to account information, transaction history, messages, and any other data or records related to the account. After an account is deleted, the user will no longer be able to perform any actions through the account, including accessing or withdrawing any remaining balance or funds, initiating or completing any transactions, or accessing any services provided by Club.
9. It is the user's responsibility to ensure that all necessary actions, including the withdrawal of any remaining funds or the completion of pending transactions, are completed prior to deleting their account. Club is not responsible for any loss or inconvenience resulting from the user's failure to secure their interests prior to account deletion.

Warranties

1. **User Warranties.** You warrant and represent, and can demonstrate to our full satisfaction upon request, that:
 - a. You are either at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and is fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by

and comply with these Terms. Club does not knowingly collect personal information from persons under the age of thirteen (13). If You are thirteen or under you are not permitted to use the Service.

- b. You own or otherwise controls all rights to any uploaded Content or have full authority to act on behalf of any and all owners of any right, title or interest in and to any Content uploaded to the Service, and have permission to use the name and likeness of each identifiable individual person uploaded to the Service.
 - c. All information and User Content posted or transmitted through the Service is the sole responsibility of the User from which such content originated. Club will not be liable for any errors or omissions in any User Content.
2. We do not endorse or have control over any User Content, nor can we guarantee the authenticity of any information that Users may provide about themselves, including their identity.
 3. You acknowledge that all Content accessed using the Service is at your own risk and you will be solely responsible and liable for any damage or loss to you or any other party resulting therefrom.

Creator Content

1. **Ownership.** Once you have set up your account, you may upload your creations as images, videos, text, comments, graphics, etc. of (collectively, the "**Creator Content**") to share with your Fans. Creators retain ownership over the Creator Content, but grant the below license to Club in order to distribute the Content.
2. **Rights and Licenses.** Creators grant Club and its authorized sub-licensees and distributors, a worldwide, non-exclusive, royalty-free, right and license to reproduce, distribute, digitally transmit, stream, display, create derivate works of, communicate to the public, synchronize, and collectively exploit the Creator Content and all associated copyrightable works or metadata for the solely purposes of providing the Service. The foregoing license grant does not affect your ownership or license rights in the Creator Content, including the right to grant additional licenses to the material. You agree to indemnify Club and its affiliates, directors, officers and employees and hold them harmless

from any and all claims and expenses, including attorneys' fees, arising from the Creator Content and/or your failure to comply with these the terms described in this document.

3. **Personal Information.** The personal information you submit to Club is governed by the Club Privacy Policy which you can find at this [link](#).
4. **Photos and Videos.** You agree to only post or upload media (like photos, videos or audio) on the App that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person. By uploading any media on the App, you warrant that you have permission from all persons appearing in your media for you to make this contribution and grant rights described herein. Never post a picture or video of or with someone else unless you have their explicit permission.
5. **Hate Speech and Prohibited Content.** It is strictly prohibited to upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms or the Club Privacy Policy.
6. **Emergencies.** In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately.
7. **Infringing Material.** Club reserves the right to review all Content prior to submission to the App and to remove any media for any reason, at any time, without prior notice, at our sole discretion. Club reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

Communications

1. By creating an account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information sent by us or any third party.
2. You may opt out of receiving any, or all, of these communications from us or third parties by following the unsubscribe link or instructions provided in any email we send.

Creator Earnings and Taxes

1. **Earnings and Commission.** Club collects fees and payments from Fans on behalf of Creators. When Creators “cash out”, i.e. receive their earnings in crypto or fiat currency, Club takes a commission as indicated on the App. Currently the commission is 20%, but Club reserves the right to modify its fees upon notice to its Users. Payouts to creators are subject to fees and certain conditions, including a holding period for sales and a minimum balance requirement. Payouts are made in USD, and conversion rates may apply based on the creator's local currency. Instant cash options are available, subject to additional fees.
2. **Taxes.** We collect tax identification information and report this to tax authorities as legally required. You are responsible for reporting any income or withholding taxes which may be due as a result of payments received.

Fan Content

1. **Uploads.** Once you have set up your account, the Service allows Fans to upload images, videos, text, comments, graphics, etc. to the App (collectively, the “**Fan Content**”). Fans retain ownership over all the Fan Content, but grant the below license to Club.
2. **Rights and Licenses.** Fans grant Club and its authorized sub-licensees and distributors, a worldwide, non-exclusive, royalty-free, right and license to reproduce, distribute, digitally transmit, stream, display, create derivative works of, communicate to the public, synchronize, and collectively exploit the Fan Content and all associated copyrightable works or metadata for the solely purposes of providing the Service. The foregoing license grant does not affect your ownership or license rights in the Fan Content, including the right to grant additional licenses to the material. You agree to indemnify Club and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the Fan or Content and/or your failure to comply with these the terms described in this document.
3. **Personal Information.** Any personal information you submit to Club is governed by the Club Privacy Policy which you can find at this [link](#).

4. **Photos and Videos.** You agree to only post or upload media (like photos, videos or audio) on the App that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person. By uploading any media on the App, you warrant that you have permission from all persons appearing in your media for you to make this contribution and grant rights described herein. Never post a picture or video of or with someone else unless you have their explicit permission.
5. **Communication Service.** The Service may contain functionalities (including blogs, message boards, user reviews, etc.) that allows users to upload content to the App (collectively the "**Communication Service**") and users may also upload content via our official brand presence on social media platforms and branded hashtags (including, without limitation Facebook, Twitter, Google Plus, YouTube, Instagram, LinkedIn, and Pinterest, collectively the "**Social Media Platforms**"). You agree that you will not upload or transmit any communications or content of any via the Communication Service or Social Media Platforms that infringe or violate any rights of any party. By submitting communications or content via the Communication Service or Social Media Platforms, you agree that such submission is non-confidential for all purposes. You agree to use the Communication Service only to post, send and receive messages and material that are proper and related to the particular Communication Service.

Content

Club is not responsible for the operation, terms of use or policies of any Social Media Platform. Before using any Social Media Platform. You should review the terms of use and policies of all Social Media Platforms before making use of their Service. If you make any submission via the Communication Service or a Social Media Platform or if you submit any business information, idea, concept or invention to Club by email, you automatically grant or warrant that the owner of such content or intellectual property has expressly granted Club a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. Club may sublicense its

rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them via the Communication Service or Social Media Platforms or to Club by email. We try to answer every email in a timely manner, but are not always able to do so.

1. **Hate Speech and Prohibited Content.** It is strictly prohibited to upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms or the Club Privacy Policy.
2. **Emergencies.** In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately.
3. **Infringing Material.** Club reserves the right to review all Content prior to submission to the App and to remove any media for any reason, at any time, without prior notice, at our sole discretion. Club reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

Fan Subscriptions and Payments

1. **Fees.** Fans use the Club App to support their favorite Creators and gain access to exclusive content and merchandise. Guidelines for subscriptions and other ways to support Creators can be found on the App. Creators set their own fees, which are indicated on each Creator's specific page. If you are located in the jurisdiction in which Club is required to charge and collect tax (e.g. VAT or, sales tax), then this tax is added to the total charge. We reserve the right at any time to change our fees (including to begin charging for services that we are currently providing free of charge) and billing methods, either immediately upon posting on the App or by email delivery to you.
2. **Subscriptions.** If you wish to purchase a subscription or any product made available through the App or from any third party (collectively, the "**Purchase**"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, and your billing address.

3. **Authority.** You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply is true, correct and complete.
4. **Third-Party Services.** The App may employ the use of third-party Service for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.
5. **Cancellations.** We reserve the right to refuse or cancel any order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order, if fraud or an unauthorized or illegal transaction is suspected, or other reasons. Creators also have the right to block certain Fans or delete their accounts.
6. **Chargebacks.** Chargebacks may be initiated when Fans reach out to their financial institutions to dispute a transaction. Club will review any potentially fraudulent chargebacks and may prevent Fans from subscribing to additional Creators during that review. If a Fan's chargebacks are found to be fraudulent, Club reserves the right to suspend or remove their account.
7. **Refunds.** Purchases made on Club are final and non-refundable. Our policy is No Refunds, though we will allow for some exceptions where refunds are granted in our sole discretion. Users may request refunds through the payment page in the settings. However, restrictions apply based on transaction type and creator. Each refund request is subject to review and approval by Club.
8. **Free trial.** Creators on Club have the option to offer a free trial period for their content, allowing Fans to experience the exclusive content and services without immediate payment.
 - a. **Offering Free Trials.** Creators can set a free trial period for their Club at their discretion. The duration and terms of the free trial are determined by the Creator, within the guidelines provided by Club. This flexibility allows Creators to customize their engagement strategy with potential subscribers.

- b. **Limitation.** To ensure a fair and equitable experience for both Fans and Creators, each Fan is entitled to one free trial per Creator. This limitation prevents abuse of the free trial offer and encourages Fans to subscribe if they wish to continue enjoying the Creator's content after the trial period ends.
- c. **Subscription Rules Apply.** Despite the lack of an initial payment, all regular subscription rules apply during the free trial period. This includes access to exclusive content, engagement with the Creator, and any other benefits that a paid subscriber would normally enjoy. At the end of the free trial period, Fans will be automatically subscribed to the Creator's Club at the standard subscription rate, unless the Fan opts out before the trial period expires.
- d. **Automatic Conversion to Paid Subscription.** If not canceled before the end of the free trial period, the free trial will automatically convert into a paid subscription. Fans must actively manage their subscriptions through the Club App to avoid unintended charges.

9. **Club Credits.** Fan on iOS can purchase Club Credit.

- Club Credits can be purchased by users through our iOS application and are intended for use solely within the app.
- Once purchased, Club Credits are non-refundable.
- For subscriptions involving Club Credits, users can manage their subscription settings in their iCloud account.
- Payments for Club Credits are processed and charged to the user's iTunes Account upon confirmation of purchase.

10. **Third Party Services**

- a. We may provide links to third-party web sites or offer to you certain third party services (collectively, "**Third Party Services**"). Such Third Party Service are provided "AS IS" without indemnification, support, or warranty of any kind, and this Agreement does not apply to your use of any such offered Third Party Services.
- b. You are responsible for evaluating whether you want to access or use such Third Party Services, and, in certain circumstances where required or

applicable, may opt-out from such Third Party Services available outside of the App, or may choose to not utilize such Third Party Services at any time. We reserve the right to suspend Third Party Services at any time. You should review any applicable terms and/or privacy policies of a Third Party Service before using it or sharing any information with it, because you may give the operator permission to use your information outside of what you have agreed to herein. We are not responsible for, nor endorse any features, content, advertising, products or other materials on or available from such Third Party Services.

- c. Club does not recommend and does not endorse the content on any third-party websites. Club is not responsible for the content of linked third-party sites, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms of use for such sites.
- d. **Club+**. Club+ is a premium subscription offering enhanced features and content for a monthly fee. Similar to other subscriptions, Club+ auto-renews unless canceled by the user at least 24-hours before the end of the current period. The user's account will be charged for renewal within 24-hours prior to the end of the current period.

Referral Programs

1. Club offers referral programs for creators and affiliates, allowing users to earn a percentage of revenue from referred creators.
2. Specific terms and conditions apply to each referral program, including duration and payout details.

Club+

1. Club+ is a premium subscription offering enhanced features and content for a monthly fee.
2. Similar to other subscriptions, Club+ auto-renews unless canceled by the user at least 24-hours before the end of the current period.

3. The user's account will be charged for renewal within 24-hours prior to the end of the current period.

Conditions of Use

1. All Users agree that they shall only use the Service and/or App for legal purposes and shall NOT:
 - a. engage in any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by Club in its sole discretion.
 - b. use the Service and/or App in any manner inconsistent with this Agreement;
 - c. act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Service or App or any operating system;
 - d. infringe our intellectual property rights or those of any third party in relation to your use of the Service and/or the App;
 - e. transmit any material that is confidential or proprietary;
 - f. use the Service and/or App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
 - g. collect social security or insurance number, financial account number, drivers' license number, health information, or other sensitive information required to be secured under applicable local, state, provincial, national, or other law, rule, or regulation, or for which disclosure is required in case of a data breach without first obtaining our prior written consent; and
 - h. collect or harvest any information or data from the Service or attempt to decipher any transmissions to or from the servers running any Service;
 - i. access the Service and/or App in order to build a similar or competitive product or Service or copy any ideas, features, functions, or graphics of the Service;
 - j. use the Service and/or App in any manner that may harm minors or that interacts with or targets people under the age of thirteen;

- k. impersonate any person or entity, including, but not limited to, an employee of ours, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity;
- l. use the Service to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act or other laws and regulations concerning national security, defense or terrorism;
- m. access, search, or create accounts for the Service by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- n. send unsolicited communications, promotions or advertisements, or spam;
- o. send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- p. sublicense, resell, time share or similarly exploit the Service and/or App;
- q. authorize, permit, enable, induce or encourage any third party to do any of the above.

Access and Use

1. We reserve the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter the Service.

Intellectual Property

1. You acknowledge that Club retains ownership of all Intellectual Property of Club incorporated in the Service and/or App (including all improvements, enhancements, updates and corrections) and any Intellectual Property generated by Club in the process of providing the Service and/or App.
2. You may use software, proprietary systems and Intellectual Property owned by Club, or for which Club has appropriate authority to use, and you agree that such Intellectual Property is protected by copyright, trademarks, patents, proprietary rights and other laws, both domestically and internationally. You

warrant that you shall not knowingly infringe on any third-party rights through the use of the Service.

3. You agree and accept that any Intellectual Property generated by you in connection with the Service and/or App is owned absolutely by Club and vests in Club immediately, including:
 - a. Club name, trademarks, logo and design; and
 - b. any text, images, graphics, source code, usage data, ideas, enhancements, feature requests, suggestions or other information provided by the User or any other party with respect to the Service.
4. You further warrant that by using the Service you will not:
 - a. use any Intellectual Property of Club without express permission;
 - b. copy any part of the Service for the User's own commercial purposes; or
 - c. directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in any documentation associated with it.
5. To the extent that any derivative works cannot be assigned to Club, you hereby grant Club a perpetual and irrevocable (irrespective of the expiration or termination of this Agreement), non-exclusive, transferable, worldwide, and royalty-free license to reproduce, distribute, perform, and display any derivative works of the Service developed by or for the User, and to use, make, have made, sell, offer to sell, import, export, and otherwise exploit any product based on any such derivative works.
6. All materials posted on this website are protected by the copyright laws in the United States and in foreign countries. Club authorizes you to view or copies of the material on the App solely for your personal, noncommercial use. Any special rules for the use of certain software accessible on the App are incorporated into these Terms by reference. All rights not expressly granted herein are reserved to Club and its licensors.
7. If you violate any of these Terms, your permission to use the materials automatically terminates and you must immediately destroy any copies you have made of any portion of the materials.

Copyright infringement

1. If you believe any materials accessible on or from the App infringe your copyright, you may request removal of those materials (or access thereto) by contacting Club at the address provided below and providing the following information:
 - a. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
 - b. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
 - c. Your name, address, telephone number and (if available) e-mail address.
 - d. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
 - e. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
 - f. A signature or the electronic equivalent from the copyright holder or authorized representative.
2. Our address for Copyright issues is as follows: contact@club.fans
3. In an effort to protect the rights of copyright owners, Club maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the App who are repeat infringers.

Advertising

1. Currently Club does not support its Service via advertising.
2. If in the future, Club adds advertising to its Service, then you agree that we may place such advertising and promotions on the App, or on, about, or in conjunction with your User Content. The manner, mode, and extent of such

advertising and promotions are subject to change without specific notice to you.

3. You will not be entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you. User Content (including any that may have been created by users employed or contracted by Club) does not necessarily reflect the opinion of Club.
4. You grant us permission to use and send push notifications, emails, alerts, marketing and promotional materials, email campaigns, and other reasonable forms of communications.

Feedback

1. You acknowledge that any and all:
 - a. Suggestions for correction, change, and modification to our Service, information and reports you provide to us, and other feedback (including but not limited to quotations of written or oral feedback), (collectively "Feedback"); and
 - b. Improvements, updates, modifications, or enhancements, whether made, created, or developed by us, or otherwise relating to Feedback (collectively, "Revisions");
 - c. are and will remain our property. All Feedback and Revisions become the sole and exclusive property of Club and we may use and disclose Feedback and/or Revisions in any manner and for any purpose whatsoever without further notice or compensation to you, and without your retention of any proprietary or other right or claim.
2. You assign to us any and all right, title, and interest (including, but not limited to, any patent, copyright, future copyright, trade secret, trademark, show-how, know-how, and any and all other intellectual property right) that you may have in and to any and all Feedback and Revisions.
3. You agree to waive any moral rights you may have in any and all Feedback and Revisions, and consent to any act which amounts to an infringement of any

such moral right, in favour of Club. At our request, you will execute any document, registration or filing required to give effect to these provisions.

Warranties, Disclaimers and Exclusive Remedies

1. CLUB DOES NOT GUARANTEE THAT THE SERVICE WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT CLUB WILL CORRECT ALL SERVICE ERRORS. YOU ACKNOWLEDGE THAT CLUB DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. CLUB IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
2. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. TO THE EXTENT PERMITTED BY LAW, CLUB'S LIABILITY FOR BREACH OF THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE SERVICE, INCLUDING ANY IMPLIED WARRANTY OR CONDITION THAT CANNOT BE EXCLUDED, IS RESTRICTED AT CLUB'S OPTION TO THE RE-SUPPLY OF SERVICES, OR PAYMENT OF THE COST OF RE-SUPPLY OF SERVICE (IF APPLICABLE). IN NO EVENT SHALL WE BE LIABLE TO YOU (OR TO ANY THIRD PARTY CLAIMING UNDER OR THROUGH YOU) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, OR INABILITY TO USE, THE APP AND/OR THE SERVICE. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES,

IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED IN ACCORDANCE HEREIN TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Temporary Service failure

1. In the event of any service failure, Club may issue you a credit. Club is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation termination of this Agreement. Credits issued are the your sole and exclusive remedy for any Service Failure.

Liability and Indemnity

1. Club is not liable for (1) any content posted by Users on our App or Service; (2) contracts, contractual obligations, or other obligations that may arise from an employment, contractor, or other relationship between Users; (3) any review of content posted on our App or Service; (4) any damages that result through the use of our Service; (5) any negative or critical comments that may be posted by Users, or other third party through the Service; or (6) any of the third party services you may be provided pursuant to your use of the Service.
2. We are not required to or under any obligation to review, screen, edit, monitor or remove any content posted on our App, although we reserve the right to do so, and to take any other action, in Club's discretion, with or without notice, to prevent any violation, enforce any provision, or rectify any alleged violations of this Agreement or any applicable law.
3. YOU AGREE THAT YOU USE THE APP ENTIRELY AT YOUR OWN RISK.
4. YOU AGREES TO INDEMNIFY CLUB FOR ANY LOSS, DAMAGE, COST OR EXPENSE THAT CLUB MAY SUFFER OR INCUR AS A RESULT OF OR IN CONNECTION WITH YOUR USE OF OR CONDUCT IN CONNECTION WITH THE SERVICE AND/OR APP, INCLUDING ANY BREACH BY YOU OF THIS AGREEMENT. We reserve the right to exclusive control over the defense of a claim covered by this clause. If we use this right then you will help us in our defense. Your obligation to indemnify under this clause also applies to our subsidiaries, affiliates, officers, directors, employees, agents and third party service providers.

Release

1. As an inducement to Club permitting you to access and use the Service, you hereby agree to release Club, and its affiliates and subsidiaries, and each of its and their respective officers, directors, agents, partners, and employees from all damages (whether direct, indirect, incidental, consequential, or otherwise), losses, liabilities, costs, and expenses of every kind and nature, known and unknown, arising out of or in any way connected with disputes between you and third parties (including other Users) in connection with the Service. In addition, you waive any applicable law or statute, which says, in substance:
2. "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE RELEASED PARTY."

Attorneys' fees

1. In the event that either Party breaches any portion of this Agreement, the prevailing Party in an action to enforce this Agreement may recover from the other its reasonable attorneys' fees and costs, if employment of an attorney was necessary.

Notices

1. The User can direct notices, enquiries, complaints and so forth to Club at this address: contact@club.fans
2. A consent, notice or communication under this Agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the App, satisfy any legal requirement that such communications be in writing.

Disputes

1. If you're upset with us, let us know, and hopefully we can resolve your issue. But if we can't, then these rules will govern any legal dispute involving our Service:
2. **Governing Law.** The Terms are governed by the laws of the State of Delaware, without regard to its conflict of laws rules, and the laws of the United States of America. These laws will apply no matter where in the world you live, but if you live outside of the United States, you may be entitled to the protection of the mandatory consumer protection provisions of your local consumer protection law.
3. **Arbitration.** You and Club agree that any dispute or claim arising from or relating to the Terms shall be finally settled by final and binding arbitration, using the English language, administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms you can find them here or by calling the AAA at 1-800-778-7879). Arbitration will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. ANY ARBITRATION UNDER THE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS--CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. YOU UNDERSTAND THAT BY AGREEING TO THE TERMS, YOU AND CLUB ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. You may instead assert your claim in "small claims" court, but only if your claim qualifies, your claim remains in such court, and your claim remains on an individual, non-representative, and non-class basis.
4. **Costs of Arbitration.** Payment for any and all reasonable AAA filing, administrative, and arbitrator fees will be in accordance with the Consumer Arbitration Rules.
5. **Forum.** We're based in Delaware, so any legal action against Club related to our Service must be filed and take place in the State of Delaware. That means the seat of any arbitration shall be in Delaware. For any actions not subject to

arbitration, you and Club agree to submit to the personal jurisdiction of a state court located in the State of Delaware.

6. **Government Exception.** If you are a government agent or entity in the United States using the Service in your official capacity, and you are legally unable to agree to the clauses in this section, then those clauses do not apply to you. In that case, the Terms and any action related to the Terms will be governed by the laws of the United States (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 Delaware.
7. **Modifications.** If we make any changes to this “Disputes with Club” section after the date you last accepted the Terms, those changes will not apply to any claims filed in a legal proceeding against Club prior to the date the changes became effective. Club will notify you of substantive changes to the “Disputes with Club” section at least 30 days prior to the date the change will become effective. If you do not agree to the modified terms, you may send Club a written notification (including email) or close your account within those 30 days. By rejecting a modified term or permanently closing your account, you agree to arbitrate any disputes between you and Club in accordance with the provisions of this “Disputes with Club” section as of the date you last accepted the Terms, including any changes made prior to your rejection. If you reopen your closed account or create a new account, you agree to be bound by the current version of the Terms.
8. Please note that this section contains an arbitration clause and class action waiver. By agreeing to the Terms, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and that you waive your right to participate in class actions, class arbitrations, or representative actions. Yoti (usa) inc (the supplier of our identity assurance technology) also has the benefit of this clause.

Changes to the Terms

1. We may update these Terms from time to time. If we believe that the changes are material, we'll definitely let you know by doing one (or more) of the following: (1) posting the changes through the Service or on the App or (2)

sending you an email or message about the changes. That way you can decide whether you want to continue using the Service. Changes will be effective upon the posting of the changes. You are responsible for reviewing and becoming familiar with any changes. Your use of the Service following the changes constitutes your acceptance of the updated Terms.

2. The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: Liability, User Content, Disputes, Feedback, Attorney's Fees, Intellectual Property, Indemnity, and Jurisdiction.

General

1. **Waiver.** No failure or delay by either party in exercising any right under the Terms, will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.
2. **Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.
3. **Relationship.** The relationship of the parties to this Agreement does not form a joint venture or partnership.
4. **Waiver.** No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
5. **Further Assurances.** Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transaction facilitated by it.
6. **Severability.** Any clause of this Agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.
7. **Entire Agreement.** The Terms, including any terms incorporated by reference into the Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of

any conflict or inconsistency between the provisions in these Terms and any pages referenced in these Terms, the terms of these Terms will prevail.