

MATCHPOINT CONNECTION, LLC

TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. We are MatchPoint Connection, LLC (“MatchPoint”) with a mailing address of 7434 Perkins Road, Baton Rouge, Louisiana 70808. Our website and mobile application customized as NILSU (“Platform”) enables users registered on the Platform (“you”, “your,” “Brand,” or “Talent”, collectively “Users”) to contact, and be contacted by the Opposite User Account (Brand can contact Talent, Talent can contact Brand) to engage in contracted marketing opportunities (“Promotion”). Talent shall be defined as individuals or authorized agents/lenders of individuals that categorize themselves as a talent including but not limited to: athlete, content creator, influencer. A Brand shall be defined as a business or lender/entity of a business.
- 1.2. By ticking “Accept” where indicated, applying for an account on the Platform (“User Account”) or by using the Platform, you agree that you shall be bound by these terms and conditions (“Terms”) in consideration of and in relation to your use of the Platform, our provision of it and our provision of the services and functionality as set out in these Terms (“Services”). Please read these Terms carefully as they contain important information about your rights and responsibilities when using the Platform and Services.
- 1.3. In consideration of us providing the Services and making the Platform available to you, you provide us details when applying for a User Account which we may publish on the Platform and MatchPoint’s website (excluding User contact information).

2. PLATFORM

- 2.1. In order to use the Platform and the Services, and when applying for a User Account, you will be required to provide us with certain details, as indicated on the Platform. You may receive immediate acceptance onto the Platform. We shall be under no obligation to accept an application from you and any application shall only be accepted following our email confirmation that the application has been successful. You must treat your login details (including any password) as confidential and not disclose them to any third party.
- 2.2. You may also be placed on a waiting list which shall not be construed as a rejection or acceptance of the application, instead we may confirm in writing acceptance of your application has been successful at some point in the future. Following our acceptance of your application, your User Account will become live and a contract is formed between you and us, which shall be subject to these Terms (“Contract”).

- 2.3. Brands will be able to upload advertising and marketing campaigns using the Platform (“Campaigns”) in relation to which they would like Talent to create and/or perform a marketing service (“Deliverable”). In uploading a Campaign the Brand may add certain details and criteria as indicated on the Platform including but not limited to:
 - 2.3.1. a Campaign description;
 - 2.3.2. required Deliverable(s)
 - 2.3.3. the deadline for applications for each Campaign
 - 2.3.4. the deadline by which time Talent must have submitted a draft content to the Brand for approval, and
 - 2.3.5. the date Talent is to perform the Deliverable(s).
- 2.4. A “Proposal” is an offer/pitch either by Brand to a Talent or from a Talent to a Brand setting out the basis on which you will contract with the Opposite User Account in relation to a Promotion including but not limited to:
 - 2.4.1. the deliverable you will perform,
 - 2.4.2. the fee due to you (“User Fees”),
 - 2.4.3. exclusivity, and
 - 2.4.4. the term
- 2.5. The Platform facilitates the negotiation between a Talent and the Brand regarding the terms of a Promotion. We shall have no involvement with such negotiations, any terms agreed or any involvement in the acceptance of the contractual relationship between Users. If a User selects to use the optional “Contract Feature,” the Platform will auto-generate an “Influencer Agreement” during the Proposal process which shall be deemed fully executed by both Users and effective upon an acceptance of the Proposal. The Influencer Agreement can be viewed at any time within the Platform. The Influencer Agreement is your contract with the Opposite User Account regarding your participation in a Campaign and/or Promotion. By using the Platform, you acknowledge and agree that Matchpoint is not a licensed attorney and is not offering legal advice, representing you, or negotiating on your behalf. The Platform’s chat feature allows Users to discuss details regarding the Proposal/Promotion. MatchPoint reserves the right to include an in-Platform voice chat feature at any time.
- 2.6. Subject always to clause 2.6, the relevant platforms terms of service and applicable laws and regulations, if your Deliverable includes social media content, you agree to keep the content posted as part of your participation in the Promotion live on your personal profile (on the relevant platform on which it was posted) for a minimum period outlined in your Influencer Agreement and/or Proposal.
- 2.7. A Brand can upload additional documents for use in each Campaign and/or Proposal. We have not and will not in any way review or approve these documents and we make no representation or warranty as to their contents or suitability and you need

to conduct your own due diligence and obtain independent legal advice before agreeing to them.

2.8. Once you agree the terms of the Proposal with the Opposite User Account, you must abide by the Influencer Agreement/Proposal.

2.9. You acknowledge and agree that we may propose a Talent's services to a Brand outside of the Platform where applicable and may, with your consent, contract on behalf of the Brand with You in respect of those services and in connection with a proposed Campaign Agreement and such agreement will be on the Terms and Conditions set out herein or as amended in a separate variation letter where applicable.

2.10. You acknowledge and agree that we may use your existing social media content, while crediting your name, on our social media accounts to mention you as part of our community.

2.11. You acknowledge and agree that we may use your Promotion details and/or Deliverable (including but not limited to your social media content), while crediting your name, on our company's website.

2.12. You acknowledge and agree that we reserve the right to make changes to your User Account, including but not limited to updating your selected sport's team affiliation, text in your biography, etc.

3. YOUR OBLIGATIONS

3.1. You agree that all information you submit when creating your User Account or otherwise make available through the Platform is accurate, complete and not misleading, and that you shall immediately inform us of any changes or inaccuracies to such information.

3.2. You represent and warrant on an on-going basis that your use of the Services and Platform and each of your Content does not infringe the rights of any other person or body and complies with all applicable laws, regulations, codes, and standards, including without limitation all applicable advertising standards and regulations concerning sponsored or advertorial content. Such obligation includes but is not limited to a responsibility on you to ensure that any content associated with your Deliverable(s) include the necessary hash tag/disclosure requirements that exist in respect of all applicable advertising standards and regulations.

3.3. You agree to promptly provide us with all such assistance and information in relation to the Services as we may reasonably request from time to time.

- 3.4. You agree that you shall not do any of the following without our prior written consent, either solely or jointly with or on behalf of any third party directly or indirectly:
 - 3.4.1. reproduce or copy information or material from the Platform or any other material sent or made available to you by us or by a Brand (“Material”) or create derivative works from, modify or in any way commercially exploit any of the Material;
 - 3.4.2. distribute, transmit or publish any of the Material (including using it as part of any library, archive or similar service); or
 - 3.4.3. create a database in electronic or structured manual form by downloading and storing all or any of the Material for any purpose whatsoever.
- 3.5. Except as expressly set out in these Terms you undertake that you shall not either solely or jointly with or on behalf of any third party directly or indirectly:
 - 3.5.1. attempt to copy, duplicate, adapt, modify, create derivative works from or distribute all or any portion of the Platform or the Services;
 - 3.5.2. rent, lease, sub-license, assign, sell, encumber, loan, translate, merge, adapt, vary or modify the Platform or the Services;
 - 3.5.3. attempt to re-use, reproduce, reverse compile, disassemble, reverse engineer, attempt to discern any software, including source code, used by or otherwise relating to the Platform or the Services or otherwise reduce to human-perceivable form all or any part of the Platform or the Services;
 - 3.5.4. use the Platform or the Services on behalf of any other party nor allow or permit a third party to do so or to have access to the Platform or the Services, unless it is your authorized agent or lender approved in writing by MatchPoint;
 - 3.5.5. do (or by omission do) anything which may damage our reputation;
 - 3.5.6. access, store, distribute or transmit any viruses, during the course of your use of the Platform or the Services;
 - 3.5.7. remove or alter any copyright or other proprietary notice on any of the Platform or the Services;
 - 3.5.8. access or use all or any part of the Platform or the Services in order to build a product or service which competes with the Platform or the Services; or

- 3.5.9. impersonate another person or use a name you are unauthorized to use or try to mislead others as to your identity.
 - 3.6. You undertake that you shall not access, store, distribute or transmit any material during your access to the Platform or the Services, in relation to your Deliverable or in relation to your relationship with the Opposite User Account that:
 - 3.6.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.6.2. facilitates illegal activity;
 - 3.6.3. depicts sexually explicit images;
 - 3.6.4. promotes unlawful violence;
 - 3.6.5. is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or
 - 3.6.6. in any manner is otherwise illegal or causes damage or injury to any person or property.
 - 3.7. In the event of a breach by you of clauses 3.5 or 3.6 we reserve the right, without liability or prejudice to our other rights under these Terms, to:
 - 3.7.1. disable your access to the Platform or the Services; or
 - 3.7.2. remove from the Platform any content or Deliverable that we believe, acting reasonably breaches clause 3.6,
 - 3.7.3. and in such circumstances no compensation will be payable to you.
 - 3.8. You must have a valid and live social media account for those social media platforms that you register when creating your User Account. Your social media platform accounts and your use of them, or any of the services provided by the relevant social media platform will be governed by their terms of use. When using each applicable social media platform, you must do so in accordance with their terms of use.
 - 3.9. If you are using the Platform as a collegiate athlete, you hereby agree that you solely assume all responsibility for ensuring that your participation with the Platform and the Influencer Agreement you execute fully complies with your state NIL statute, University NIL policy and all other applicable regulations, including the use of institutional marks, reporting obligations, etc.
4. OUR RESPONSIBILITIES
- 4.1. We shall have no responsibility for any act or omission of any User Account in any way whatsoever, including their compliance with any Influencer Agreement or the processes set out in these Terms.
 - 4.2. We do not warrant that the use of the Services or the Platform will be uninterrupted or error-free and you acknowledge that we may make changes to the Platform, or suspend or terminate the Platform or Services or your access to them for any reason without notice to you.
 - 4.3. We do not guarantee that the Services or the Platform will be secure or free from

- bugs or viruses or data theft. You are responsible for configuring your information
- 4.4. We assume no responsibility and shall not be liable for any loss or damage caused by a virus, or other technologically harmful material that may infect your computer or other equipment or other property on account of your access to, use of, or browsing of the Platform or any website linked to it.

5. FEES AND PAYMENT

<https://stripe.com/ie/connect-account/legal> (“Terms of Service”). By agreeing to these Terms, you agree to be bound by the Terms of Service, as the same may be modified by the Payment Processor from time to time. As a condition of us enabling payment processing services through the Payment Processor, you agree to provide us with accurate and complete information about you, and you authorize us to share it and transaction information related to your use of the payment processing services provided by the Payment Processor.

- 5.1. In relation to each Proposal, the Brand pays to us a commission on the User Fees as consideration for the services we provide to the Brand (“Commission”) as outlined in the Platform unless otherwise agreed by us and in writing.
- 5.2. We will take payment of the User Fees under our agreement with the Brand however, we will not be responsible for late or non-payment of the User Fees by the Brand.
- 5.3. Unless otherwise agreed by us and in writing, the “Talent Fee” will be 91% of the agreed User Fees.
- 5.4. The Talent Fee owed according to the Influencer Agreement will be payable by us to you no later than 30 days following the relevant Deliverables being met, subject to our receipt of the User Fees from the Brand. The Talent Fee will be paid in U.S. dollars.
- 5.5. You will be responsible for all taxes and withholdings, including social security contributions, in relation to any amounts received by you under the Contract or the Influencer Agreement. The Platform may mention “suggested withholding,” which refers to your *projected* tax liability. This should be treated as an estimate and not an accurate representation of what you will owe. Please consult with a tax professional for legal guidance and expenses. You are responsible for withholding your taxes.
- 5.6. You will be responsible for all costs and expenses incurred by you in the performance of the Contract or any Influencer Agreement.
- 5.7. Payment processing services on the Platform are provided by such payment processor as we use from time to time (“Payment Processor”) and are subject to the Payment Processor terms of service found at the following hyperlink: <https://stripe.com/ie/connect-account/legal> (“Terms of Service”).

By agreeing to these Terms, you agree to be bound by the Terms of Service, as the same may be modified by the Payment Processor from time to time. As a condition of us enabling payment processing services through the Payment Processor, you agree to provide us with accurate and complete information about you, and you authorize us to share it and transaction information related to your use of the payment processing services provided by the Payment Processor.

6. INTELLECTUAL PROPERTY & DATA PROTECTION

- 6.1. We, and / or our licensors, own the copyright and all other intellectual property rights (including but not limited to copyright, database rights, design rights (registered and unregistered) and trademarks) (“Intellectual Property Rights”) in the Platform and the Services and your only right to use such rights is as set out in these Terms, any other use by you is prohibited.
- 6.2. The ownership of Intellectual Property Rights and all other rights in all Deliverable shall be in accordance with the relevant Influencer Agreement.
- 6.3. You hereby grant to us a perpetual, non-exclusive, irrevocable, sub-licensable, royalty-free license to use, for promotional and marketing purposes, all content and materials and all Intellectual Property Rights and all other rights in:
 - 6.3.1. all content that you upload in connection with this Contract and/or an Influencer Agreement and any other social media content that you upload directly to your social media accounts;
 - 6.3.2. your name, image, and any information provided in creating an account on the Platform, including any content produced by you, to be used by Matchpoint Connection, LLC in connection with its general marketing activities; and
 - 6.3.3. any other details and information you give to us during your use of the Platform and Services, and you warrant that our use of the license in this clause 6.3 shall not infringe the Intellectual Property Rights or other rights of any third party. This license shall survive termination of the Contract.
- 6.4. Unless otherwise agreed by the Talent and the Brand in any Influencer Agreement, in relation to accepted Influencer Agreements you hereby grant to all Brands to which such Influencer Agreements relate, a perpetual, non-exclusive, irrevocable, sub-licensable, royalty-free license to use on such Brand’s websites and social media accounts, all content related to the Deliverables

- in connection with such Influencer Agreement.
- 6.5. If we process any personal data on your behalf when performing our obligations under the Terms, you and we record our intention you shall be the data controller and we shall be a data processor and in any such case:
 - 6.5.1. you acknowledge and agree that the personal data may be transferred or stored outside the country where you are located in order to carry out the Services and our other obligations under the Terms;
 - 6.5.2. you shall ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer the personal data in accordance with these Terms on your behalf;
 - 6.5.3. you shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and
 - 6.5.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

7. 7. TERMINATION

- 7.1. We may terminate the Contract and/or deactivate your User Account immediately for any reason without giving you notice.
- 7.2. You can terminate the Contract for any reason on giving us 1 month's written notice.
- 7.3. You may terminate the Contract with us if we have committed a material breach of these Terms and fail to rectify such breach within 30 days of notice from you and provided that in such notice you clearly indicate your intention to terminate the Contract with us if we fail to rectify the breach.
- 7.4. Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of us or you as at termination or the continuation of any provision expressly or by implication intended to survive termination.
- 7.5. On termination of the Contract (for any reason):
 - 7.5.1. you shall (subject to any temporary use or engagement we allow at our discretion in relation to any existing Proposals) stop all use of the Platform and engagement with the Opposite User Account(s);

- 7.5.2. the accrued rights of us or you as at termination or the continuation of any provision expressly or by implication intended to survive termination shall not be affected or prejudiced; and
 - 7.5.3. we shall have the right to delete any or all of the information you have uploaded to the Platform during the term of the Contract.
- 7.6 Account and Data Deletion
- 7.6.1 Users can delete their account at any time through the app by selecting the “Delete Account” option. Once this option is selected, the user account and all associated data, including linked data and social media profiles, will be deleted within three (3) business days.
 - 7.6.2 Account deletion is permanent. Once deleted, account data is purged from the system and cannot be recovered or restored by the user.
 - 7.6.3. Data about a user may be retained by Matchpoint for the purposes of complying with applicable laws, regulations, or data-retention and reporting requirements.

8. CONFIDENTIALITY

- 8.1. You undertake that you shall keep secure and not at any time disclose to any person any information relating to us or any of the User Account(s) which we reasonably consider to be confidential, including but not limited to details of our relationships with or knowledge of the requirements of the User Account; details of our, or the User Account’s business methods, finances, prices or pricing strategy, marketing or development plans or strategies and any other information made available to you via the Platform or Services which is or ought reasonably to be considered confidential in nature (“Confidential Information”) without our prior written consent, except as permitted by clause 8.2.
- 8.2. You may disclose Confidential Information as required by law or to your representatives or advisers who need to know such information for the purposes of carrying out your obligations under the Contract, provided that you shall ensure that such representatives and advisers comply with this clause 8.
- 8.3. You shall not use the Confidential Information for any purpose other than to perform your obligations under the Contract.

9. COMPETITION

- 9.1. For the duration of the Contract (and, if longer, for one year following any Influencer Agreement), you shall not attempt to engage (whether directly or indirectly) any Brand that you have had contact with via the Platform, other than through us or the Platform without our prior written consent.
- 9.2. For each Proposal, the Brand has the ability to impose a non-compete/exclusive obligation on every Talent that enters into an Influencer Agreement with the Brand.

If the Brand has activated the exclusive obligation and you enter into an Influencer Agreement in respect of a Proposal you agree that you shall not be involved in activities whether online or otherwise in connection with any business involved in the manufacture or supply of goods or services which may compete with the goods or services to which the Proposal related. Such non-compete restriction shall continue during the Term of Influencer Agreement.

10. INDEMNITY

10.1. You agree to indemnify us and keep us indemnified against all and any expenses, losses, liabilities, damages, costs (including reasonable legal costs) incurred or suffered by us in relation to any claims or proceedings, which arise in any way from:

10.1.1. your use of the Platform and the Services;

10.1.2. any breach by you of these Terms;

10.1.3. any use of the Platform or the Services by anyone using your User Account; or

10.1.4. any claim made by an Opposite User Account concerning your interaction with them.

10.2. This clause 10 shall survive termination of the Contract.

11. LIABILITY

11.1. To the fullest extent allowed by law, you shall indemnify, hold harmless, and defend us, and each of our officers, directors, employees, agents, and insurers (the "Indemnitees") from and against all claims, damages, expenses, liabilities, athletic eligibility status, losses, and suits, of every kind or character, brought by any person or entity, arising in tort, in contract, or otherwise, including but not limited to attorney's fees, arising out of resulting from bodily injury or death of any person, or property damage, including loss of use of property, loss of income or revenue arising or alleged to arise out of or in any way related to your use of the Platform, Services, presentation of a Proposal, participation in a Campaign, or the production of Material or Deliverables.

11.2. To the fullest extent allowed by law, we exclude all conditions, warranties, representations, or other terms which may apply to this Contract or the Platform or the Services, whether express or implied and the Platform and the Services are provided on an "as is" basis.

11.3. We shall not be liable whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any loss of profits, reputation, business, goodwill, data, or for any special, indirect, or consequential loss, costs or damages, whether it is foreseeable, known, foreseen or otherwise, under or in connection with these Terms. This exclusion of liability shall apply to all such losses whether they are direct, indirect, or consequential losses.

11.4. Subject to clauses 11.1 and 11.3, our total aggregate liability in contract, tort (including negligence), breach of statutory duty, or otherwise, under or in

- connection with the Platform, Services or this Contract shall be limited to the Commission paid to us by the Brand in relation to Deliverable performed by the Talent.
- 11.5. We provide a facilitation Platform for Brands and Talent, we do not represent, investigate, or contract on behalf of any Brands. As such, by entering into a Influencer Agreement you agree that our only responsibility is as set out in clause 11.6 below and that we are not responsible for and shall not be liable to you, or to any third party, in relation to a Proposal, Campaign or any Deliverable, or for any acts or omissions of a User. We will not carry out any checks in relation to Users and shall in no way be responsible or liable for their acts or omissions or for any damage or problem caused by them. You must conduct your own due diligence and enquiries before entering into any Influencer Agreement. Our only obligation to you in relation to this shall be to provide you with the assistance set out at clause 11.7 below. You accept all risks in relation to the Platform and your contributions to Proposals.
- 11.6. To the extent we are in breach of this Contract, the only liability we may have to you in relation to a Proposal or a Brand shall be to the extent that we misappropriate Talent Fees paid by the Brand and held by us.
- 11.7. Where there is any dispute between Talent and a Brand regarding an Influencer Agreement, we shall provide such assistance to you as we consider reasonable in the circumstances, but we will not be responsible for resolving or mediating such dispute. Any such disputes must be taken up by you with the relevant User who is responsible directly to you for such matters. We shall only refund, distribute, recover or assist in the recovery of any Talent Fees at our sole discretion, and otherwise shall have no responsibility for such except under clause 11.6.

12. CONTACT

- 12.1. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to terminate the Contract), you can send this to us by email to support@matchpointconnection.com.
- 12.2. If we must contact you or give you notice in writing, we will do so by e-mail, your phone number provided at account creation, or by sending a notification to your User Account.

13. OTHER IMPORTANT TERMS

- 13.1. You must be 18 years of age, or the legal guardian authorized to transact on behalf of the User to use the Platform. We reserve the right to terminate the Contract and deactivate your account in accordance with clause 7 if we discover you are under 18.

- 13.2. We shall not be in breach of our responsibilities under these Terms nor liable for any delay in performing, or failure to perform, any of our responsibilities under these Terms if such delay or failure results from events, circumstances or causes beyond our reasonable control.
- 13.3. We shall be entitled to change these Terms at any time in our sole discretion by providing an updated copy of these Terms on the Platform. For the avoidance of doubt, your use of the Platform following any update to these Terms shall be deemed as acceptance of those updates which (following such acceptance) shall apply to the Contract with effect from the day they were uploaded to the Platform. Any other variation of the Contract (other than as permitted under these Terms), shall only be effective if it is agreed in writing and signed by us.
- 13.4. Nothing in these Terms are intended to, or shall be deemed to, establish any partnership or joint venture between you and us, constitute either you or us as the agent of the other, or authorize either you or us to make or enter into any commitments for or on behalf of the other.
- 13.5. We may transfer our rights and obligations under these Terms to a third party. You are not entitled to assign or transfer your rights or obligations under these Terms unless we consent in writing.
- 13.6. The Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 13.7. The Contract constitutes the entire agreement between you and us in relation to your use of the Platform and the Services.
- 13.8. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 13.9. If we fail to insist that you perform any of your obligations under these the Contract or in law, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 13.10. The Contract shall be governed and interpreted in accordance with Louisiana law. You and we both agree to submit to the exclusive jurisdiction of the Louisiana courts. If a dispute arises under this Contract that cannot be resolved first through good faith negotiations, the dispute shall be submitted to arbitration and resolved

by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect as modified herein. All such arbitration shall be confidential and take place at the office of the American Arbitration Association located in New Orleans, Louisiana or as otherwise mutually agreed upon by the Parties. The arbitrator has no authority to award attorneys' fees. The award or decision by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court.

14.

- 14.1. We may enable you to link your User Account with a valid account on a third party social networking, email or content service such as Facebook, Instagram, YouTube, or Twitter, (such service, a "Third-Party Service" and each such account, a "Third-Party Account") by allowing MatchPoint to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.
- 14.2. You represent that you are entitled to disclose your Third-Party Account login information to MatchPoint and/or grant MatchPoint access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating MatchPoint to pay any fees or making MatchPoint subject to any usage limitations imposed by such third-party service providers.