

BRAND EXPAND LLC TERMS OF USE AGREEMENT

Last Updated: March 2025

You hereby agree and acknowledge that you have read and understood this Terms of Use Agreement (“Agreement”) in its entirety and that You shall be bound by all of the provisions contained herein. This Agreement and all terms contained hereunder shall be binding between the user (“You,” “Your,” “User”, or “Client”) and Brand Expand LLC (“Company,” “Us,” “We,” “Our”), hereinafter collectively the “Parties” and each a “Party.” This Agreement shall govern all of Your use of Our software, products, subscriptions, websites, applications, and other products and services. The following terms may affect your rights. Any use You make of Our Services (defined below) indicates that You have accepted and agreed to all the terms of use laid out in this Agreement and any and all other standards and guidelines We release in relation to the Company and its products and services.

1. Description of Services. You agree to all terms contained in this Agreement when You make any use of our Software-as-a-Service (SaaS) service, software, applications, website, information, data, or APIs including, but not limited to, providing launch and ranking services, listing copy creation, marketing campaign creation and optimization, keyword research and optimization, marketing and branding content, and various KPI metrics deemed beneficial to online e-commerce retailers using the software, applications, website, and APIs, downloading, and installing the software, apps, or anything related to the Service (together the “Service”). Any mentions of Brandexpand.io or any comparable mentions shall incorporate all online content, including all pages and subdomains, information, demonstrations, affiliated domains, brands, services, and products accessible through the Website (“Website” or “Site”). The Website, all apps, products, and services and any and all of their features that are offered by Us shall be included in the Service addressed in this Agreement. Content shall regardless of form or medium, incorporate all software, text, photographs, charts, interactive features, graphics, sounds, audiovisual works, layouts, music, videos, and any and all material that is a part of the Service in any way whether or not it is viewable or accessible by the User. If You purchase additional products or services from Us, we may require You to execute additional agreements in relation to those new products or services. By agreeing to these Terms of Use, You also acknowledge and agree to the fees and subscription features outlined in the Master Service Agreement and Statement of Work generated upon successful sign up of a paid subscription plan. Any additional, subsequent agreements will be in effect in addition to the Terms of Use and the Master Service Agreement.

- a. **Additional Services.** During the Term, User may wish to assign additional projects or request additional services from Company beyond the Services (“Additional Services”). Company may provide such Additional Services upon entrance into an additional written agreement, additional scope of work, or addendum with User setting forth the additional Company to be paid to Company for the Additional Services. Such agreement shall be subject to and incorporate these Terms & Conditions and be made a part hereof. Notwithstanding the foregoing, Company shall have no obligation to agree to Additional Services, nor shall Company be required to undertake any act or perform any services.
- b. **User Cooperation.** User shall reasonably cooperate with the Company in the performance

of the Services, including by promptly providing the Company with all User information. User will assign an employee or other authorized representative of User to facilitate Company performance of the Services and serve as Company's primary contact person for all interactions with User. Unless otherwise agreed, Company will have no obligation to interact with any third party in the performance of the Services for User.

- c. **Sub-contractors.** User agrees that the Company may use sub-contractors in the performance of the Services, provided that, subject to the terms of this Agreement, the Company shall remain responsible for any act or omission of such sub-contractors.

2. Access to Service. To use or access the Service, You must be eighteen (18) years of age or older, if required by the laws of the jurisdiction in which You reside. The Service is not examined for any content that would invoke the Child Online Privacy Protection Act ("COPPA"), which applies to children thirteen (13) years of age and younger, as all users of the Service shall be of the age of eighteen (18) or older. You are responsible for obtaining and maintaining Your own internet access and ability to access the Service. We shall in no way provide access for You. You shall be required to create an account using only true and comprehensive information. If any of the information you use in the creation of your account or during the Term of this Agreement is deemed incorrect, incomplete, or false, then We retain the right to cease providing You access to the Service or any related product or service immediately, without notice. Each account created through registration or payment of a fee gives access to a single User who shall maintain their own account and no other person shall use the account without expressly stated permission by contract. You are responsible for limiting access to Your account and for monitoring any action that occurs on Your account. All passwords must be kept secret. If You suspect any unauthorized activity on Your account or that there has been a breach of Your account, alert Us immediately. You may be held liable for any damages We or any others sustain because of the unauthorized use. We shall not be held liable for any damages You suffer because of any unauthorized use.

3. User Obligations. You shall abide by all of the following regulations when using the Service.

- a. You shall provide only accurate and up to date information;
- b. You shall in no way hamper other users from utilizing the Service;
- c. You shall, at no time, bypass, disable, interfere, circumvent, obstruct, or limit the Service's security-related measures or the use of the Service for any reason;
- d. Unless given express, written, prior approval, You shall not exploit any content or information related to the Service in any way, including, but not limited to, distributing, selling, transmitting, reproducing, copying, licensing, creating derivative works, or displaying to any third party;
- e. You shall not mirror, cache, or frame any of the Service, its parts, or any content contained in the Service;
- f. You shall not reverse engineer the Service or any of its parts, sections, or content;
- g. You shall not communicate or post any offensive or distasteful information using the Service, including, but not limited to, obscene, vulgar, profane, hateful, disparaging, misleading, unlawful, or fraudulent information, or anything that would constitute civil liability, constitute a criminal offense, or violate any law,

- including, but not limited to, export control laws, regulations, local, state, national, or foreign law;
- h. You shall not communicate or post any unsolicited commercial information using the Service, including, but not limited to, advertisements, opportunities for investment, or solicitations of any kind, unless We expressly provide prior consent, or spam or flood the Service;
 - i. You shall not communicate or post anything using the Service that contains a virus, worm, or any other harmful information or software;
 - j. You shall not commercially sell or exploit access to or any part of the Service, either directly or indirectly, including distributing any information obtained through the Service by publishing, transmitting, posting, or in any other way exploiting said information;
 - k. You shall not engage in solicitation in any form, either directly or indirectly, by using email addresses acquired using the Service;
 - l. You shall not use any data gathering or extraction tools, including, but not limited to, data mining and robots;
 - m. You shall not use any programmed or automated systems to access the Service, including but not limited to, scripts, web crawlers, and other codes;
 - n. You shall not claim any part of the Service as Your own or a joint venture between Us and You or otherwise imply any type of endorsement or relationship with Your own brands or services;
 - o. You shall not impersonate another individual or entity, utilize a fake email address, or furnish any information using the Service that misleads as to its source or Your identity;
 - p. You shall not frame Us or the Service in a negative light, including, but not limited to, uttering, posting, insinuating, or communicating any misleading, derogatory, false, or offensive information about Us;
 - q. You shall take no actions that in any way interfere with the functioning of Our Service or any other users' or third party's use of the Service, including, but not limited to, actions that disable, flood, damage, harm, or overload the Service;
 - r. You shall not try to access the Service through any unauthorized means, including through password mining;
 - s. You shall not violate any laws or regulations concerning the distribution of a third party's name, likeness, or photograph while using this Service. If You transmit any such material, You must first obtain consent to the extent required under the law;
 - t. You shall not violate or infringe any intellectual property rights held by any copyright owner or right holder by distributing, publishing, posting, reproducing, creating derivative works of, uploading, posting, chatting, or any other communication of any material or information protected by copyright, trademark, patent, trade secret, privacy, publicity, or any other proprietary right.

4. Monitoring Rights. We are not required to monitor the Service to ensure Our users are in compliance with all relevant rules, regulations, and laws. However, We reserve the right to monitor the Service and may occasionally do so to ensure compliance. If required by law, We shall reveal any and all relevant information and materials. We shall disable, remove, refuse to

publish or post any information or material that violates this Terms of Use Agreement, that violates any relevant laws, regulations, and governmental requirements, that are offensive, inappropriate, or undesirable.

5. Grant of License. We hereby grant You a limited, nonexclusive, non-transferrable, non-sublicensable, non-assignable license to the Service. The license allows You to access and use the Service only while this Agreement is in effect. While using the Service under this license, You must comply with all terms herein, including, but not limited to, the number of specified users and all user guidelines. The Service shall only be used internally for noncommercial purposes unless written consent is granted by the Company.

6. Confidentiality. This section applies to all Marketplace usernames and passwords, Service usernames and passwords, contracts, records, source code, object code, operational or technical information, business procedures, business plans, promotional methods including marketing and advertising strategies, financial information, any information related to the Service, data, data analytics, any documentation, methodologies, systems, products, and any other information or materials that are shared with You (“Confidential Information”). You agree to hold all Confidential Information in secrecy and treat it with the same precautions that You would Your own Confidential Information with the minimum efforts reflecting industry standards for maintaining confidentiality. At the termination of this Agreement, all obligations related to confidentiality continue indefinitely. You shall return or destroy any of Our Confidential Information you may have immediately. You further acknowledge Our right to pursue any equitable relief in a court of law to enforce Your duty of confidentiality.

7. Non-Solicitation. The parties acknowledge and agree that during the course of this engagement, the Company will expose, share, introduce, or otherwise enable Client to identify or become aware of certain Company employees, agents, contractors, consultants, vendors and other persons or entities associated with the Company (“Company Staff”) who possess the specialized skills necessary to perform the Services. The Parties further agree that a material part of the Company’s business involves scouting, locating, associating with, and training Company Staff, which activities are costly in time and resources, and the loss of which would materially harm the Company’s business interests. Client acknowledges that the terms of this section are therefore material and essential, without which the Company would not have entered into this Agreement nor disclosed such information about Company Staff. In consideration of the foregoing:

- a. During the term of this Agreement and for two (2) years thereafter (the “Non-Solicitation Period”), Client shall not solicit or induce any then-current Company Staff to terminate his or her employment, relationship, or association with the Company. For purposes of the preceding sentence, Client’s general, broadly-distributed publication of job listing(s) in any media shall not be construed as a prohibited solicitation or inducement of Company Staff.
- b. In addition, Client agrees that, during the Non- Solicitation Period, it shall not in any way, either directly or indirectly, offer employment to, employ, involve, use, retain, or associate with (i) any then- current Company Staff, and (ii) any person or entity who met the definition of Company Staff at any time within the five (5) year period preceding the

applicable solicitation, provided that Client knows or reasonably should know that such person or entity meets such definition. Without limiting the foregoing, Client shall be deemed to know the status of any current or former Company Staff who performed any services for Client under any Company SOW. For purposes of further clarification, regardless of the type of general, broadly-distributed publication of job listing(s) conducted by Client, Client will not knowingly hire any Company Staff during the Non-Solicitation Period even if the Company Staff responds to that or other type of job listing posted by the Client.

- c. If Client breaches the non-solicitation covenants in subsections (7a.) or (7b.), above, during the Non-Solicitation Period, and without the Company's advance written approval, which may or may not be granted in the Company's sole discretion, Client shall pay a fee of one hundred thousand U.S. dollars (\$100,000 USD) to the Company for every Company Staff member solicited from the Company. This fee shall be due and payable prior to such hire being effectuated. It is expressly agreed by the Parties that said sum shall not be construed as a penalty but is rather the agreed upon amount of liquidated damages determined by the Parties in good faith in the event of Client's breach of obligations under Section 17a. Additionally, the Company shall be entitled to the recovery of costs and reasonable attorneys' fees in the enforcement of this section regardless of whether or not suit is brought.

8. Publicly Available Information and Materials. Our Privacy Policy

[https://cdn.brandexpand.io/privacy_policy.pdf] governs all Our actions with regard to any information You use in accessing or utilizing the Service, including Your name, address, payment information, and any other information that may reasonably identify you ("Personally Identifiable Information").

- a. **Public Information.** You hereby agree and acknowledge that by using the Service some of your Personally Identifiable Information may become publicly available ("Public Information"). You are responsible for any consequences that result from the Public Information. All Public Information is non-confidential and We owe You no duty of confidentiality in regard to Public Information. You further hereby acknowledge that you are exclusively responsible for any information, data, materials, or content that you publicly post on the Service and warrant that you own or license all required rights in the content you publicly post or submit. You shall not post any material, content, or information that infringes on a third party's rights, violates this Agreement, or is illegal in any way.
- b. **Our License to Publicly Available Information and Materials.** We are hereby granted a worldwide, royalty free, non-exclusive, perpetual, irrevocable, transferrable, and sublicensable right to any names, content, ideas, materials, copyrights, trademarks, patents, trade secrets, or other data or information You publicly post or submit to the Service. Under this license, We have the right to utilize Your public posts or submissions in any way, including, but not limited to, distributing, publishing, adapting, creating derivative works of, displaying, reproducing, and using in advertisements or marketing materials.
- c. **Right to Remove.** If Your publicly posted content infringes on intellectual property rights, violates this Agreement, the Privacy Policy, or third party rights, we shall have

the right to remove it from Our Service without prior notice. We also retain the right to terminate Your account if You post material that violates the terms of this Agreement, the Privacy Policy, or third party rights.

- d. **Endorsement.** We further stipulate that by allowing public posting and submissions by users, We in no way endorse, sanction, condone, or approve of the content of their posts or submissions.

9. Subscription Fees and Payments. You shall be responsible for all fees, subscription fees, taxes, surcharges, and purchases made using Your account by You or anyone who uses or gains access to Your account. Access to Our Service is based on a subscription model which includes several tiers located on our homepage at <https://brandexpand.io> in addition to any custom subscription plans accessible under your account at <https://app.brandexpand.io/user/plans>, and payment under this Agreement represents a fee (the “Subscription Fee”) paid by You each year (the “Payment Period”). The Subscription Fee shall be collected on the first day of the billing period by an automatic credit card payment or any other payment as chosen by Us. You must submit accurate payment information and update Us any time there has been any change or update. When You submit any payment information, You hereby authorize Us to charge that account. We retain the right to suspend or rescind your access to the Service or charge any other payment We have on file should You fail to make payments within thirty (30) days of the failed charge. However, suspension or termination of your account shall not affect Your duty to pay any outstanding balances You may owe Us. In the event You fail to remit payment of any such amounts when due, You shall pay the Company an additional late fee of 1.5% (or the maximum amount permitted by law, if less). The Fees and other amounts required to be paid by You hereunder do not include, and You agree to pay, all taxes levied against or upon any services, deliverables or other materials, including the Services and Work Product, provided hereunder (excluding, for the avoidance of doubt, any tax based on the Company’s income). If any tax for which You are responsible hereunder is paid by the Company, You shall reimburse the Company upon Your receipt of an invoice therefor. Users agree to waive chargebacks for any account fees, product charges, or services rendered. Any chargebacks will result in immediate remediation to cover all costs associated with the Service as it relates to the User.

- a. **Expenses Incurred by Failure to Protect Usernames and Passwords.** You shall maintain the confidentiality and secrecy of Your usernames and passwords for Our Service and any related e-commerce Amazon accounts. You shall be liable for any expenses incurred as a result of a failure to reasonably protect Your log-in information, including emails, usernames, passwords, and other authorization materials.
- b. **Automated Price Updates.** Our pricing API runs periodically to return the most updated pricing reflected on your product page. You hereby consent to any and all price updates, including price adjustments, that occur while running a Brand Expand campaign.
- c. **Instant Automated Launch Approvals.** You have the ability to submit a launch campaign for instant approval. You hereby consent to Your payment method being charged all relevant Fees for your associated subscription level when doing so, including but not limited to revenue-share, a one-time Instant Launch Approval fee, and payment processing fees.

- d. **Failure to Pay Amounts Due:** The Company may, at any time and without further demand, bring suit against the Client in any court where jurisdiction may be had to recover any unpaid amounts due and owing under the terms of this Agreement. If any claim for money owed is successful in whole or in part in any such suit, the Client shall pay, to the fullest extent permitted by law, the Company's reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.
- e. **Credit-Based Pricing Model.** User acknowledges and agrees that the Company is providing approval for existing Users to remain on the old credit-based model until the Company provides written notice via email of a required transition date to the performance-based revenue-share model. Client will automatically transition to a Free subscription plan with a variable revenue-share on date of transition, unless another plan is specifically requested. Client agrees to be charged all applicable fees and features of the chosen plan. Until Effective Date of transition, the User will be required to pay all credit-based model fees including but not limited to credit overage fees, taxes, and subscription associated with their plans.
- f. **Recurring and Non-Recurring Discounts.** User acknowledges and agrees that promotional codes applied during checkout are not guaranteed to be recurring discounts, and are subject to approval by the Company during contract Term renewal.

10. Refund Policy. Users acknowledge and agree that the pricing of Our services is based on specific marketing requirements and terms of the contract, including discounts for longer-term commitments and paying annually. You hereby agree to pay for all subscription charges incurred during any contract Term, regardless of reasons including but not limited to software usage or instances of underperforming marketing campaigns. Except as expressly provided below or required by applicable law, all payments are non-refundable.

11. Optional 90-Day Opt-Out Clause: At Our sole discretion, Clients may request in writing, prior to signing any Master Service Agreement or Statement of Work, the inclusion of a 90-day opt-out clause as an additional benefit. Requests for this clause will not be accepted after the Effective Date of this Agreement (i.e., the date of signing the Master Service Agreement). If approved, the following terms apply to Clients who have explicitly requested and received written approval for this benefit prior to signing:

- a. **Opt-Out and Transition:** Client may choose to opt out of their current subscription within the first 90 days from the Effective Date if dissatisfied with pricing or services. Upon opting out, the Client will transition to a Free subscription plan, unless another plan is specifically requested. Client agrees to be charged all applicable fees and features of the chosen plan, effective immediately after the refund is processed.
- b. **Prorated Refund Calculation:** Clients who opt out under this clause are entitled to a refund calculated on a prorated basis for the unused months of their subscription, accounting for any months of free service provided.
- c. **Notification and Processing:** To initiate the opt-out, Clients must submit written notification within the 90-day period following the Effective Date to success@brandexpand.io. The Company will process the prorated refund within 30 days of receiving the notification, with funds returned via the original payment method.

12. Representations and Limitations of Warranties. All of Our Service, Website, content, and otherwise are provided “as-is,” and shall not include any implied or express warranty of any kind, including, but not limited to, any warranties of fitness for a particular purpose, noninfringement, merchantability, or title. Further, We provide no warranty of the accuracy, quality, completeness, validity, or reliability of any of the Service, Website, programs, or otherwise, including, but not limited to, product descriptions, search results, product reviews, product availability, opinion, statement, pricing information, advice, recommendations, reviews, or any other information that may be viewable, uploaded, displayed, or distributed in relation to the Service. We also provide no warranty as to the functionality of the Website, and do not represent or warrant that any Website defects or problems will be resolved or corrected, that the Website or its related Content will be free of harmful technologies such as viruses, or that use of the Website will be without errors or interruptions. We specifically disclaim any guarantee regarding the effectiveness of marketing campaigns, including achieving specific or customer-defined metrics. We bear no liability for the underperformance or failure of any marketing or promotional efforts. Users acknowledge and agree that the use of our service, including all marketing tools and features, is at their own risk, and the service's results are never guaranteed.

- a. User represents, warrants and covenants to Company that (i) User owns all right, title, and interest in, or otherwise has full right and authority to access the Brand Expand software and operate on the User’s behalf; (ii) the use of the Brand Expand software by the User does not and will not infringe upon the rights of any third parties; (iii) the User’s use of the Brand Expand software in the delivery of the Services will not violate the rights of any third parties; (iv) the User’s activities will comply with all applicable laws; and (v) the User is and will continue to be in compliance with the terms of any applicable data protection legislation and any other relevant data protection laws, legislation, and regulation.
- b. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES REGARDING ANY SERVICES, PERFORMANCE RESULTS, RETURN ON INVESTMENT, DELIVERABLES, INFORMATION, CONTENT, PRODUCTS OR MATERIALS FURNISHED HEREUNDER, WHETHER EXPRESS OR IMPLIED.

13. Limitations on Liability. To the fullest extent permissible under the applicable laws of the relevant jurisdiction, in no way and in no event shall We be liable for any incidental, consequential, special, exemplary, statutory, punitive, or other indirect damages for any loss of data, profits or otherwise, or for loss of use damages, even where We have been advised of the possibility that such damages could occur. You hereby agree and understand, to the fullest extent permissible under the applicable laws of the relevant jurisdiction, that the maximum aggregate liability that may arise from the terms of this Agreement, shall not exceed fifty U.S. dollars (\$50) or the maximum amount of Subscription Fees received by Us during the last three (3) month immediately preceding the date the claim first arose, whichever may be least. This limitation on liability applies to all causes of action or liabilities, regardless of how they have arisen, and shall include, but is not limited to, breach of contract, negligence, and any other claims whether in contract, equity, or tort. The enumerated disclaimers may not be applicable to You depending on Your jurisdiction, as some jurisdictions may not allow limitations of certain kinds of liabilities and

warranties.

- a. **User's Reasonable Costs and Fees.** In any action brought under this Agreement, the Company's liability for Client's reasonable attorney's fees and costs shall be included within, and not in addition to, the total cap on liability, ensuring that all compensations are within the agreed-upon limitations.
- b. **Exceptions.** The limitations set forth above shall not apply to liabilities arising out of the Company's willful misconduct or gross negligence, obligations under the indemnification clauses, breaches of confidentiality, or violations of intellectual property rights.
- c. **No Liability.** Client agrees that the Company shall bear no liability for the following:
 - i. Intellectual property infringement claims that arise out of the Company's unintentional trademark or copyright infringement or by the actions of third parties, third party websites, or the inclusion of another website's content which somehow alters Client's website appearance, or implies association or endorsement with or by the Client;
 - ii. Claims arising from testimonials and/or endorsements;
 - iii. Faulty campaign execution (if Client claims the campaign is faulty, Client must notify the Company prior to the end of the campaign and explain to the Company the claimed errors or faults in the campaign execution to allow the Company to review such claims and make adjustments if necessary based on Client's claims, but in either event, the Company shall be allowed not less than 30 calendar days to cure before Client can take legal action);
 - iv. False or misleading claims arising from information provided by Client for ad copy, content, email marketing templates, marketing materials, etc.;
 - v. Violation of Anti-Spam laws, specifically CAN-SPAM law; and
 - vi. Any losses that result from changes in Google, Bing, and other third-party algorithms.

14. Indemnification. You hereby understand and agree to indemnify Us, Our affiliates, as well as all respective employees, agents, affiliates, officers, and successors, against any damages, claims, causes of action, losses, attorney fees, and court fees that may arise out of, or otherwise be connected to, any materials provided by You or through the use of Your account credentials, Your breach of this Agreement, or otherwise. You hereby agree to cooperate with Us as may be necessary or otherwise required for the settlement of any claims, and in our defenses. Relating to any matter which may be subject to indemnification by You, We, in Our sole and reasonable discretion, are entitled, but not obligated, to assume entire control over the settlement and/or defense.

15. Indemnification for Marketing and Advertising: Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold the other Party (the "Indemnified Party") and its affiliates harmless from any losses, damages, penalties, fines, legal fees, and expenses arising from or related to any claims by third parties, including any local, town, county, state, provincial, or national regulatory agencies, due to:

- a. **Disclosure Failures.** The failure of the Indemnifying Party to adequately disclose financial or material relationships with endorsers or promoters as required by applicable laws. This includes any compensation provided to endorsers or any significant

relationship between the brand and endorsers (including employees and representatives of the Company), which could influence the credibility of the endorsement.

- b. **Misrepresentation of Neutrality.** Attempts by the Indemnifying Party to misrepresent or appear neutral in promotional content provided to or disseminated by the Company, despite the inherent bias due to the promotional nature of the content.
- c. **Compliance with Advertising Standards.** Ensuring all promotional content created or disseminated by the Company on behalf of the User adheres to the highest standards of honesty, transparency, and fairness in advertising, as mandated by relevant advertising standards authorities and regulations.
- d. **Obligation to Cooperate.** Both parties agree to cooperate fully in the investigation and resolution of any claims or complaints brought by third parties or regulatory agencies regarding advertising practices.
- e. **Proactive Measures.** The Company will implement and maintain compliance checks to ensure that all advertising content meets legal requirements and industry standards for disclosure and transparency.

16. Term. This Agreement shall go into effect on the date which you have signed up for our services. This Agreement shall continue until such date that all additional Agreements and Statements of Work have expired or been terminated in accordance with the provisions set forth therein or herein (“Term”).

17. Termination. This Agreement may be terminated by either Party at any time for any reason. We further reserve the right to terminate or suspend Your Account if You breach this Agreement. The Party that wishes to terminate this Agreement shall provide the other Party with notice via email. Upon termination, all licenses granted to You for the Service shall be revoked and We shall no longer provide you with the Service and You shall no longer have access to your account. We shall retain the licenses You granted to Us. After termination, all other obligations herein contained, including the duty of confidentiality remain in force. You shall be responsible for paying any outstanding payments within thirty (30) days after termination.

- a. **Termination for Material Breach.** In the event of any material breach of this Agreement by a Party, the other Party may terminate this Agreement by giving 30 calendar days’ written notice thereof; provided that such termination shall not be effective if the breaching Party has made reasonable efforts to cure the breach within the 30-calendar day period and provides written evidence of ongoing corrective action, which must be fully completed within 60 calendar days unless otherwise agreed in writing by both Parties.
- b. **Termination for Insolvency.** Either Party may immediately terminate this Agreement upon written notice and sufficient evidence in the event the other Party (a) is adjudicated bankrupt or becomes insolvent, winds up or liquidates its business voluntarily or otherwise, (b) commences a voluntary case under any state or federal bankruptcy laws (as now or hereafter in effect), or (c) acquiesces to, or fails to have dismissed, within 30 calendar days, any petition filed against it in any involuntary case pursuant to such bankruptcy laws.
- c. **Termination for Breach of Payment Obligations.** Notwithstanding anything to the contrary set forth in this Agreement, in the event that Client fails to pay any Fees when due, the Company may terminate this Agreement, along with any access to the

Company's Software or Services, by giving ten calendar days' written notice of such non-payment; provided that such termination shall not be effective if Client remits all outstanding Fees and accrued late charges to the Company prior to the expiration of said ten-day period.

18. No Success Guarantees. The Company provides tools and services designed to help the Client increase sales velocity, further enhancing product visibility and ranking as a result, forecast sales, facilitate customer feedback, and generate marketing campaigns to support such efforts. However, the Company does not guarantee specific outcomes, including, but not limited to, any particular return on investment or ad spend, sell-through rate, redemption rate, or uptake rate. The effectiveness of the Company's Software and Services is influenced by various factors outside its control, including, but not limited to, market demand, product competitiveness, pricing strategies, external marketing efforts, marketplace algorithm changes, and consumer behavior. The Client acknowledges that any forecasts, projections, or performance estimates provided by the Company are for informational purposes only and should not be relied upon as guarantees of future results. The Company shall not be liable for any losses, missed revenue expectations, or failure to meet the Client's internal business forecasts, KPIs, or sales targets arising from the use of its Software or Services.

19. Modification of Terms of Use. We retain the right to change, update, amend, delete, and add all and any terms to this Agreement, with or without notice to You. If We provide notice, modifications of such modifications to this Agreement shall be posted on Our Website and shall be sent to You via email. We shall assume You consent to all modifications to this Agreement if You continue to use Our Service. Your only course of action should You disagree with any modifications We have made to this Agreement is to terminate this Agreement via the prescribed method above.

20. Modifications to Service or Pricing. We retain the right to modify, update, discontinue, or add to the Service, or any part or portion thereof, including features such as credits or pricing models, without notice to You at any time. We further retain the right to modify Our pricing at any time without notice. Your continued use of the Service following any such modifications constitutes Your consent to all changes to the Service and pricing. Should You disagree with any modifications We have made to the Service or pricing, Your sole remedy is to terminate this Agreement in accordance with the termination provisions outlined herein.

21. Credits and Refunds Upon Modification or Termination: Any credits awarded under prior pricing models, including those subject to rollover for Grandfathered or Pioneer accounts, are discretionary benefits provided as part of the Service and have no cash value. Following any modification to the Service or pricing, all accrued credits, including rolled-over credits, must be utilized by December 31, 2025; any unused credits will expire effective January 1, 2026, with no refund or further obligation on Our part. At Our sole discretion, You may request that unused credits be converted into a non-renewable credit applicable under the new pricing model, subject to review and approval by Our team on a case-by-case basis. If You choose to terminate this Agreement due to disagreement with any modifications, You will forfeit all accrued credits, and We will have no obligation to refund or redeem such credits, except that, if applicable, We will

refund any prepaid fees for unused service periods beyond the effective termination date, prorated accordingly. This provision does not affect any rights You may have under applicable law.

22. Intellectual Property. You hereby understand and agree that the Service and anything related to the Service belongs exclusively and solely to Us in perpetuity. Such content includes, but is not limited to, any and all data, logos, trade secrets, confidential information, data compilations, including any data from third party providers and any data processed by or resulting from the Service, all usage data, statistical data, and aggregated data collected from the Service, Intellectual Property rights, including trademarks, service marks, all forms of copyrighted works such as source code, object code, Website, marketing materials, user guides, training manuals, graphics, writings, ideas, inventions, pitches, concepts, patents, and all other rights afforded hereto (“Intellectual Property”). You shall not reproduce, distribute, or create any derivative works out of any content, information, or data found on Our Website, Service, or any other related platform. You further shall not remove any notices related to intellectual property rights or proprietary rights from the Service, Website, content, materials, or data.

23. Feedback. We welcome feedback on our Service, Website, materials, and any other related topic. However, by submitting any feedback to Us, You agree to hand over all intellectual property rights in the content to Us. We shall be allowed to, at any time, without limitation, edit, copy, distribute, publish, translate, create derivative works, and otherwise use the feedback in any way We see fit.

24. International Users. Users accessing the Service outside the United States shall be aware that this Service, Website, and all other related platforms and materials are controlled, operated, and administered in the United States of America. Further, all international Users shall acknowledge and agree to abide by both the laws of the United States, including, but not limited to export laws and regulations and the rules or laws of the relevant territory or country. No User shall access this Service from any territory or country where this Service or any portion of it is illegal. By accessing this Service You further acknowledge and allow Us to transfer to and store any personal data or information on Our servers in the United States or any other country in which Our agents, partners, affiliates, or subsidiaries reside.

25. Content and Services Supplied by Third Parties. Third parties may supply certain content, including advertisements, on Our Service. Such content is not controlled in any way by Us. Anything found in content provided by third parties, including, but not limited to, advertisers, customers, users, suppliers, and vendors, is not representative of Our Company or Our affiliates, employees, directors, officers, or agents and reflects solely the opinion, statement, service, offer, or advice of those third parties. Therefore, the content available to You on Our Service will often reflect the judgments, statements, and opinions of third parties, whether or not those third parties are in a contractual relationship with Us. If You correspond with or participate in the promotions of any third parties using Our Service, such correspondence or participation is solely between You and the respective third parties, including activity involving the payment for or delivery of any products or services of any kind. As such, the Company is not responsible for any opinion, statement, content, or advice made on the Service, nor does the Company endorse such information or content. The Company and its affiliates, employees, attorneys, agents, directors,

and officers shall not be liable for any loss or damage due to Your reliance on any content or information accessed, obtained, or discovered through the use of Our Service. By using Our Service, You will be exposed to content originating from a range of sources, and You therefore understand that the Company is not responsible for the safety, accuracy, or helpfulness of or the intellectual property rights related to the content on Our Service. By using Our Service, You may also be exposed to content that is offensive, objectionable, inaccurate, or indecent, and You therefore waive any rights or remedies You have or may have, whether legal or equitable in nature, relating to such content. To the extent permissible under applicable law, You indemnify and hold harmless the Company, its affiliates, licensors, owners, operators, and licensees to the fullest extent allowed by the law in relation to Your use of Our Service.

26. Third Party Integration. The Company may incorporate the use of third-party services like APIs or browser extensions, such as APIs from Amazon.com and its affiliates or Google Chrome Browser extensions. The Company has no association, endorsement, affiliation, or sponsorship with or by any third-party service with which it interacts or uses for purposes of API or browser extension services or the like (“Third Party Services”). The Company does not represent or warrant anything regarding any User’s compliance with the terms of service of any Third Party Service, and every User is solely responsible for reading, understanding, and complying with the terms of all Third Party Services (“Third Party Terms”). By using Our Service, you waive any and all rights or claims against the Company and release and indemnify the Company against any and all claims any third parties may bring against You, including claims relating to Your use of any Third Party Services, Your compliance with Third Party Terms, or Your compliance with any applicable rules, regulations, or privacy policies of any third parties. You hereby grant the Company access to any applicable third party accounts and consent to Our use of the data obtained from such accounts for purposes including, but not limited to, providing Our Services, improving Our Services, gathering insights, predicting results, and other business purposes. The data We use may include, but is not limited to, pricing, shipping costs, sales data, sales information, and other information provided for the use of Our Services. For purposes of this Agreement, the information We gather pursuant to this section is not considered confidential information. You represent and warrant that You have all necessary consents, approvals, and rights to grant the Company access to Your information for the uses discussed in this section.

27. Third Party Social Logins. Company may, in its sole discretion, use social logins so that Users can log in to Our Service through third-party authentication services including, but not limited to, Facebook, Google, LinkedIn, Twitter, and other account credentials. You hereby acknowledge that the use of these Third Party Services does not in any way create any relationship between the Company and any Third Party Services, nor does it establish any endorsement of Third Party Services by the Company. The Company is not responsible for any information, systems, or data used through Third Party Services, including login data. You hereby acknowledge that You may be subject to the terms of use and/or privacy policy of Third Party Services and that the Company has no responsibility in Your compliance with such agreements.

28. Third Party Links and Contact Information. For Your convenience, the Company may furnish links to third party services or websites and/or email contact information for third parties, and in doing so, makes no endorsement of a third party nor any representation or warranty relating

to any relationship or activity occurring between You and a third party including, but not limited to, visiting third party websites or services, email or other communication with third parties, or any transaction with third parties discovered through the use of Our Services. The Company is not affiliated with any such third parties, and such third parties are entirely independent from the Company, even if there may exist some sort of indication of a connection or relationship between the Company and such third party. It is the User's sole responsibility to read and abide by any third party terms of use, privacy policy, or other policy or agreement, including those of third parties with whom the Company has outsourced a portion of the Service to, even if such third party has access to data through the operation of the Service.

29. Digital Millennium Copyright Act: Notification of Allegedly Infringing Content. Any copyright owner or copyright owner's agent who believes that any content on Our Service infringes on a copyright may submit a notification under the Digital Millennium Copyright Act ("DMCA"), or 17 U.S.C. § 512(c)(3), by giving to Our Copyright Agent the following information via email at success@brandexpand.io:

- a. the signature, physical or electronic, of the copyright owner or person authorized to act on behalf of the copyright owner of the right allegedly being infringed;
- b. information identifying the copyrighted work allegedly infringed, or a representative list of works if multiple copyright works on a single website are all allegedly infringed and being brought by the same notification;
- c. information identifying the content that allegedly infringes the copyright owner's copyrighted work or works, the removal of or removal of access to which is being requested, sufficient for the Company to locate the content;
- d. contact information sufficient for the Company to contact the individual submitting the notification, such as a residential address, telephone number, and email address;
- e. a statement that the individual submitting the notification believes, in good faith, that the allegedly infringing activity was not authorized by the copyright owner, the copyright owner's agent, or the law; and
- f. a statement that all information provided in the notification is entirely accurate and, under penalty of perjury, that the individual submitting the notification is either the copyright owner of or is authorized to act on behalf of the copyright owner of the allegedly infringed work.

You recognize that Your notice may not be valid if you do to comply with the requirements set forth under the DMCA.

30. Dispute Resolution.

- a. **Informal Disputes.** We request that You address any concerns or disputes that may arise with Us directly prior to exploring formal dispute resolution processes. You hereby agree and understand that You are to allow Us the opportunity to respond to any disputes or concerns that may arise by submitting any such comments by email success@brandexpand.io. We will use Our best efforts to reasonably resolve the dispute or concern by contacting You directly by way of email communication. Should the dispute fail to be resolved within thirty (30) days from Your initial submission of the complaint, either Party is entitled to initiate a formal dispute resolution process, described in the following paragraph.

- b. **Arbitration.** Both Parties to this Agreement hereby understand and agree that any and all claims, disputes, controversies, or otherwise that may arise out of, or in relation to, this Agreement, the Service, or otherwise against Us, Our employees, subsidiaries, and agents (“Disputes”), shall be resolved through the process of arbitration. Arbitration is a Dispute resolution process that is more informal and efficient than a traditional proceeding in federal or state court and uses an arbitrator that is a neutral party instead of a jury or judge. All decisions made by the arbitrator shall be binding, subject only to minimal review by courts in limited situations. The arbitrator, in its sole discretion, shall determine which Disputes are subject to the arbitration process. You hereby agree and understand that this Agreement’s interpretation and enforcement in arbitration shall be governed by the U.S. Federal Arbitration Act and federal arbitration laws.
- c. **Class Action Waiver.** You hereby agree and understand that both Parties to this agreement are waiving the right to a trial by jury and the opportunity to bring any claims other than in Your individual capacity. Neither Party shall be entitled to act as a class member or a plaintiff in any representative proceeding, class action lawsuit, private attorney general action, or consolidated action. The arbitrator is not entitled to join any Party’s claim with another claim on the Dispute, nor issue any decision that achieves an equivalent result. Should this paragraph be found unenforceable for any reason, it may not be severed from this agreement to arbitrate, and the entire section compelling arbitration will be deemed void and null.
- d. **JAMS.** In the case of arbitration, to the fullest extent permissible under the relevant laws of the local jurisdiction, all arbitration processes shall be administered by Judicial Arbitration and Mediation Services, Inc. (“JAMS”), in accordance with its Expedited Procedures and subject to its Comprehensive Arbitration Rules and Procedures, or subject to the JAMS’ Streamlined Arbitration Rules and Procedures (“Rules”). A copy of the relevant Rules can be found online at www.jamsadr.com. The arbitrator of the relevant Dispute shall be bound by the terms of this Agreement. For any Disputes arising out of this Agreement, the exclusive venue permissible for arbitration is Saint Petersburg, Florida
- e. **Rejecting Provisions.** Should We make any material changes to this provision regarding the arbitration process, regardless of those terms provided for in this Agreement to the contrary, You are entitled to reject any changes within thirty (30) days of such changes, by sending Us a notice in writing to 433 Central Ave. Floor 4, Saint Petersburg, Florida 33701. Any prior arbitration provisions that You have already undertaken and to which You have previously agreed, shall remain in effect despite Your rejection of the updated arbitration provision. Similarly, this arbitration provision is entirely optional to You. You are entitled to opt out of or altogether decline this arbitration agreement by sending a signed and written notice to 433 Central Ave. Floor 4, Saint Petersburg, Florida 33701 within the first thirty (30) days of becoming a Member or from initially using or accessing any of Our Content, Services, programs, or otherwise.
- f. **Judgements.** Any awards granted from the judgment of the arbitration may be entered in any relevant court having jurisdiction. Applications to the relevant court may also be made for an order of enforcement or a judicial acceptance of any award, as may be applicable.

31. Consumer Rights Under California Civil Code § 1789.3 for Electronic Commerce. All California users of electronic commercial services have the right, pursuant to California Civil Code § 1789.3, to contact the Complaint Assistance Unit of the Division of Consumer Platform of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 9525210. Further, all

California users have the right to the name, address, and telephone number of the provider of the service: Brand Expand LLC, 433 Central Ave. Floor 4, Saint Petersburg, Florida 33701, 813-474-7450. Finally, all California users have the right to know of any charges to the user imposed by the provider for the use of the service.

32. Assignment. Unless You have otherwise been granted Our prior written consent, You are not entitled to transfer, assign, or otherwise grant to another Your obligations and rights under the terms of this Agreement, either in part or in whole. Any assignment, transfer, or otherwise that is lacking written consent by Us shall be void and null. We are entitled to assign or transfer any and all of the rights and obligations under this Agreement without consent from You or any other User of the Site.

33. Applicable Law. The interpretation, construction, and enforcement of this Agreement, including those rights, responsibilities, and obligations of both Parties under this Agreement, shall be governed by the laws of the state of Florida, United States. This is without any regard to conflict of law provisions that may be contained within this Agreement. Any Disputes that may arise from the terms of this Agreement will be applied in the United States Federal or State Court in Florida

34. Headings and Interpretation. Any titles or headings within this Agreement shall not affect the interpretation of any of the terms contained herein and are only used for convenience purposes. Any ambiguities contained in the reading or interpretation of this Agreement shall not be construed against Us as the drafting Party.

35. Force Majeure. Neither Party will be held responsible for any failure to fulfill their duties under this Agreement if said failure is the result of unforeseeable circumstances that reasonably prevent said completion, including, but not limited to, pandemics or epidemics, natural events such as floods, wildfires, hurricanes, tornadoes, landslides, etc., random acts of God, governmental acts including government shutdowns, acts of war, terrorist attacks, civil unrest, and/or industry-wide labor boycotts. You are still obligated to pay for the Service under this Agreement despite such circumstances. The Party delayed by such unforeseeable circumstances must send the other Party timely notice and is required to use reasonable and commercially accessible efforts to mitigate the lapse in Party's required duties.

36. Severability. Unless otherwise stated, should any provision of this Agreement be deemed invalid, void, unlawful, or unenforceable, such invalidity shall not affect the validity of any other provisions of this Agreement, and all other provisions to this Agreement shall remain in effect to the fullest extent permitted by the applicable laws of the relevant jurisdiction.

37. Waiver. Any waiver by Us, failure to enforce, or otherwise act upon any provision provided in this Agreement on a single occasion shall not be considered a waiver of any other provisions provided in this Agreement, nor shall it be a waiver of the specific provision in future events.

38. Contact Information. Should You have any questions regarding the Terms of this Agreement, You may contact Us at:

Brand Expand LLC
Attention: Terms of Use Notice
433 Central Ave. Floor 4, Saint Petersburg, Florida 33701
success@brandexpand.io

39. Entire Agreement. The Terms provided herein shall constitute the entire Agreement between You and Us. This Agreement shall survive and supersede any prior agreements between, or otherwise affecting, either Party to this Agreement. All agreements, statements, or representations entered into or otherwise made, whether oral or written or in advertising statements, including both direct and indirect, shall not be binding upon either Party unless otherwise expressly confirmed by Us, to You, in writing. However, additional conditions or terms may apply to You upon purchasing or otherwise engaging with other services, third party content, third party software, or affiliate services.