

Terms of Use

Effective Date: September 6th, 2024

Contractual Relationship

These Terms of Use ("**Terms**") govern your access or use of the applications, websites, content, products, and services (the "**Services**," as more fully defined below in Section 1) made available by Feeture, LLC and its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, "**Feeture**"). These Terms apply globally, regardless of your location. PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND FEETURE. In these Terms, the words "including" and "include" mean "including, but not limited to."

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Feeture may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason. Your continued use of the Feeture Service means you accept any changes. Please also note that _____ of these Terms contains a mandatory arbitration provision and waiver provisions that affect your right to bring lawsuits against Feeture in the event of a dispute. Please read this section carefully.

BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Geographical Eligibility. Feeture provides the Feeture Service for use by persons located worldwide. Feeture makes no representation that the Feeture Service or its content is appropriate or available for use in all locations. By registering for or using the Feeture Service, you acknowledge and agree that you are responsible for ensuring that your use of the Service complies with all applicable laws and regulations in your location.

Revisions to Terms. We may revise these Terms at any time by posting an updated version. You should visit this page periodically to review the most current Terms, because you are bound by them. Your continued use of the Feeture Service after a change to these Terms constitutes your binding acceptance of these Terms.

The terms "**post**" and "**posting**" as used in these Terms shall mean the act of submitting, uploading, publishing, displaying, or similar action on the Feeture Service.

"**Personal Information**" as used in these Terms, shall have the same meaning as defined in the **Feeture Privacy Policy**,

THE FEETURE SERVICE

1.1 The "**Feeture Service**" and the "**Service(s)**" mean this application, feeture.com which is under the control of Feeture, LLC.

1.2 Feeture Platform. Feeture's Platform (hereinafter referred to as the "**Feeture Platform**") is an innovative online marketplace that allows registered users ("**Users**") to connect, create, share, and exchange talent-related

services and products. Users who offer their talents or services are called "Artists," and the services they provide are referred to as "**Artist Services.**" Artists can publish their offerings on the Feeture Platform as "Listings." The platform enables direct communication and transactions between Artists and Users seeking to book or purchase Artist Services. Feeture facilitates these interactions by providing a secure and user-friendly environment for discovering, showcasing, and monetizing creative talents across various disciplines.

1.3 Privacy and Confidentiality. Feeture protects information it receives in conformance with its [Privacy Policy](#), and obligations to businesses with which it may have contractual relationships. The above-linked privacy policy is incorporated into these Terms.

1.4 Permission to Use the Site. We grant you permission to use the Feeture Service subject to the restrictions in these Terms. Your use of the Feeture Service is at your own risk, including the risk that you might be exposed to content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

1.5 As the provider of the Feeture Platform, Feeture does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Artist Services. Users alone are responsible for their Artist Services. When Users make or accept Artist Services, they are entering into a contract directly with each other. Feeture is not and does not become a party to or other participant in any contractual relationship between User. Feeture is not acting as an agent in any capacity for any User, except as specified in the Payments Terms.

1.6 While we may help facilitate the resolution of disputes, Feeture has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Artist Services, (ii) the truth or accuracy of any descriptions, ratings, reviews, or other User Content (as defined below), or (iii) the performance or conduct of any User or third party. Feeture does not endorse any User. Any references to a User being "verified" (or similar language) only indicate that the User has completed a relevant verification or identification process and nothing else. A green check mark signifies that a User's profile is verified and that they have a standard subscription. A gold check mark signifies that a User's profile is verified and that they have a VIP subscription. Users without a check mark are not verified, and it is up to other Users to decide whether to engage with them or use their Artist Services. Any such description is not an endorsement, certification or guarantee by Feeture about any User, including of the User's identity or background or whether the User is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to use other Artist Services or communicate and interact with other Users, whether online or in person.

1.7 If you choose to use the Feeture Platform as a User, your relationship with Feeture is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of Feeture for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Feeture. Feeture does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your provision of the Artist Services. You acknowledge and agree that you have complete discretion whether to list Artist Services or otherwise engage in other business or employment activities.

1.8 To promote the Feeture User Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. You acknowledge you own all of the content you post using the Feeture Service. However, we may use it for any purpose, consistent with our privacy policy and relating to the Feeture Service. It is very important that you have permission to use other people's content, or they may be able to sue you for violating their legal rights.

1.9 To assist Users who speak different languages User Content may be translated, in whole or in part, into other languages. Feeture cannot guarantee the accuracy or quality of such translations and Users are responsible for reviewing and verifying the accuracy of such translations. The Feeture Platform may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

1.10 The Feeture Platform may contain links to third-party websites or resources (“**Third-Party Services**”). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Feeture is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Feeture of such Third-Party Services.

1.11 Any dealings with third parties included within or on the Feeture Platform involving the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. Feeture is neither responsible nor liable for any part of such dealings or promotions. Any reference to any third party or the products or services of any third party on the Feeture Platform does not constitute an endorsement or recommendation of such third party or the product or services of such third party by Feeture or any of its employees, officers, independent contractors, agents or other representatives. Any reference to any third party on the Feeture Platform is provided to you for informational purposes only. Feeture encourages you to conduct your own research and due diligence regarding such third parties and their products and services. While Feeture works to ensure the information on the Feeture Platform is current and accurate, Feeture does not warrant the accuracy of any information contained on the Feeture Platform (including information provided by Users) or its fitness for any particular purpose.

1.12 Due to the nature of the Internet, Feeture cannot guarantee the continuous and uninterrupted availability and accessibility of the Feeture Platform. Feeture may restrict the availability of the Feeture Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Feeture Platform. Feeture may improve, enhance and modify the Feeture Platform and introduce new Feeture Services from time to time.

2. Eligibility, Using the Feeture Platform, User Verification

2.1 BY USING THE FEETURE SERVICE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THESE TERMS IN YOUR COUNTRY OF RESIDENCE. IF YOU ARE NOT OF LEGAL AGE, YOU AFFIRM THAT YOU HAVE OBTAINED PARENTAL OR GUARDIAN CONSENT TO ENTER INTO THESE TERMS. Additionally, in order to use the Feeture Service and access any User Content, you represent that you reside in the country you indicate during registration, and any registration and account information that you submit to Feeture is true, accurate, and complete, and you agree to keep it that way at all times.

2.2 Access to Explicit Content. Users who are verified as 18 years of age or older will be granted access to all content, including explicit content, available on the Feeture Platform. Users who are verified as under 18 years of age will be restricted from accessing explicit Listings. Feeture employs content filtering mechanisms to prevent explicit content from being displayed to users under 18 years of age. Users agree to provide accurate

age information upon registration and acknowledge that failure to do so may result in restricted access to content. Feeture reserves the right to implement additional measures to verify user age and enforce content access restrictions in accordance with applicable laws and regulations. Feeture disclaims any liability for issues arising from inaccurate age information provided by users and for any consequences resulting from the access restrictions imposed. Additionally, Feeture is not responsible for any consequences arising from the misclassification of Listings by Users. It is the responsibility of Users to accurately categorize their content, and Feeture disclaims any liability for incorrect classifications or resulting issues.

2.2 User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any User's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Users to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Users, and (ii) screen Users against third party databases or other sources and request reports from service providers.

2.3 The access to or use of certain areas and features of the Feeture Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions before you can access the relevant areas or features of the Feeture Platform. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the Feeture Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise in the latter terms and conditions.

2.4 If you access or download the Application from any app store or distribution platform (such as the Apple App Store or Google Play Store), you agree to comply with the terms and conditions of that app store or distribution platform, including any end user license agreements.

3. Modification of these Terms

Feeture reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Feeture Platform and update the "Last Updated" date at the top of these Terms.

4. Account Registration

4.1 You must register an account ("**Feeture Account**") to access and use the Feeture Platform. If you are registering an Feeture Account for a business, organization or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4.2 You can register an Feeture Account using an email address and creating a password, or through your account with certain third-party social networking services, such as Facebook or Google ("**SNS Account**").

4.3 You must provide accurate, current and complete information during the registration process and keep your Feeture Account and public Feeture Account profile page information up to date at all times.

4.4 may not assign or otherwise transfer your Feeture Account to another party.

4.5 You are responsible for maintaining the confidentiality and security of your Feature Account credentials and may not disclose your credentials to any third party. You must immediately notify Feature if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Feature Account. You are liable for any and all activities conducted through your Feature Account, unless such activities are not authorized by you, and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

5. Content

5.1 Feature may, at its sole discretion, enable Users to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Feature Platform ("**User Content**"); and (ii) access and view User Content and any content that Feature itself makes available on or through the Feature Platform, including proprietary Feature content including but not limited to designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other Feature content and any content licensed or authorized for use by or through Feature from a third party ("**Feature Content**" and together with User Content, "**Collective Content**").

5.2 The Feature Platform, Feature Content, and User Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge and agree that the Feature Platform and Feature Content, including all associated intellectual property rights, are the exclusive property of Feature and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Feature Platform, Feature Content or User Content. Without our prior written permission, and except as solely enabled by any link as provided by us, you agree not to display or use in any manner the Feature marks. All trademarks, service marks, logos, trade names, and any other source identifiers of Feature used on or in connection with the Feature Platform and Feature Content are trademarks or registered trademarks of Feature in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Feature Platform, Feature Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

5.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Feature Platform or Collective Content, except to the extent you are the legal owner of certain User Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Feature or its licensors, except for the licenses and rights expressly granted in these Terms.

5.4 Subject to your compliance with these Terms, Feature grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Collective Content made available on or through the Feature Platform and accessible to you, solely for your personal and non-commercial use.

5.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any User Content on or through the Feature Platform, you grant to Feature a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such User

Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such User Content to provide and/or promote the Feature Platform, in any media or platform. Insofar as User Content (including Verified Images) includes Personal Information, such User Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our Privacy Policy. Unless you provide specific consent, Feature does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your User Content.

5.6 You are solely responsible for all User Content that you make available on or through the Feature Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available on or through the Feature Platform or you have all rights, licenses, consents and releases that are necessary to grant to Feature the rights in and to such User Content, as contemplated under these Terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or Feature's use of the User Content (or any portion thereof) as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

5.7 You will not post, upload, publish, submit or transmit any User Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates Feature's Content Policy or any other Feature policy. Feature may, without prior notice, remove or disable access to any User Content that Feature finds to be in violation of applicable law, these Terms or Feature's then-current Policies or Standards, or otherwise may be harmful or objectionable to Feature, its Users, third parties, or property.

5.8 If you encounter a user or content on the Feature Service that you believe violates our Terms and Conditions or is otherwise inappropriate, you may report the user directly through the app by clicking on "Report A User." We take all reports seriously and will review them in accordance with our policies. While we strive to address reported issues promptly, we cannot guarantee any specific outcome or action as a result of your report. By making a report, you acknowledge that you are providing information to help us maintain the quality and safety of the Feature Service and that we have the right to take appropriate action as deemed necessary.

5.9 Feature respects copyright law and expects its Users to do the same. *Tell us if you think a user has violated your copyright using the Feature Service, or if you think someone incorrectly reported that you violated his or her copyright.*

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials posted on the Feature Service infringe your copyright, you (or your agent) may send Feature a "Notification of Claimed Infringement" requesting that the material be removed, or access to it blocked. The notice must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the works that have been allegedly infringed;
2. Identification of the copyrighted work alleged to have been infringed (or if multiple copyrighted works located on the Feature Service are covered by a single notification, a representative list of such works);
3. Identification of the specific material alleged to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Feature to locate the material on the Feature Service;
4. Your name, address, telephone number, and email address (if available);
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Feature a counter-notice.

Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Feature Service should be sent to: (legal@feature.com). Consult your legal advisor and see 17 U.S.C. § 512 before filing a notice or counter-notice as there are penalties for false claims under the DMCA.

6. Service Fees

6.1 Subscriptions. We provide numerous Feature Service options. Certain Feature Service options are provided free of charge, while other options require payment before they can be accessed (“**Paid Subscription**”). Feature shall earn a commission on transactions conducted through the Feature Service (“**Commission**”). The specific commission rate applicable to any given transaction may vary and is subject to change. The commission structure will be disclosed at the time of the transaction or in the relevant documentation associated with the transaction. Paid Subscription and Commission shall collectively be referred to herein as “**Services Fees**.” Except as otherwise provided on the Feature Platform, Service Fees are non-refundable.

6.2 Paid Subscription to Feature Services are billed on a monthly basis. The subscription fee, plus applicable taxes, will be charged in advance each month according to the Payment Terms (defined herein) provided by our third-party payment processor, Stripe. You agree to pay all subscription fees as specified in the Payment Terms at the time of your purchase.

6. All payments between Feature and Users are processed through Stripe, a third-party payment service provider. By using the Feature Service, you acknowledge and agree that Stripe is responsible for processing such payments, and Feature is not responsible for any issues, errors, or disputes arising from or related to the payment process. You agree to comply with Stripe’s terms and conditions, which govern your use of their services. Feature disclaims any liability for any actions or omissions of Stripe (collectively referred to as “**Payment Terms**”).

7. Prohibited Activities

7.1 You are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Feeture Platform. In connection with your use of the Feeture Platform, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, Policies or Standards;
- use the Feeture Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Feeture endorsement, partnership or otherwise misleads others as to your affiliation with Feeture;
- copy, store or otherwise access or use any information, including personally identifiable information about any other User, contained on the Feeture Platform in any way that is inconsistent with Feeture's Privacy Policy or these Terms or that otherwise violates the privacy rights of Users or third parties;
- use the Feeture Platform in connection with the distribution of unsolicited commercial messages ("spam");
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior;
- misuse or abuse the Feeture Platform as determined by Feeture in its sole discretion.
- use, display, mirror or frame the Feeture Platform or Collective Content, or any individual element within the Feeture Platform, Feeture's name, any Feeture trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Feeture Platform, without Feeture's express written consent;
- dilute, tarnish or otherwise harm the Feeture brand in any way, including through unauthorized use of Collective Content, registering and/or using Feeture or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Feeture domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Feeture Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Feeture or any of Feeture's providers or any other third party to protect the Feeture Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Feeture Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Feeture Platform;
- export, re-export, import, or transfer the Application except as authorized by United States law, the export control laws of your jurisdiction, and any other applicable laws; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

7.2 You acknowledge that Feeture has no obligation to monitor the access to or use of the Feeture Platform by any User or to review, disable access to, or edit any User Content, but has the right to do so to (i) operate, secure and improve the Feeture Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Users' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or

governmental body; (iv) respond to User Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Users agree to cooperate with and assist Feature in good faith, and to provide Feature with such information and take such actions as may be reasonably requested by Feature with respect to any investigation undertaken by Feature or a representative of Feature regarding the use or abuse of the Feature Platform.

7.3 If you feel that any User you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Feature by contacting us with your police station and report number (if available). You agree that any report you make will not obligate us to take any action (beyond that required by law, if any).

8. Term, Termination, Refund, Suspension and other Measures

8.1 This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or Feature terminate the Agreement in accordance with this provision.

8.2 You may terminate this Agreement at any time by sending us an email. If you cancel your Feature Account before the end of the applicable billing cycle, your account will be cancelled as of the following month. You will not receive a refund for the current billing period.

8.3 The User or Artist may terminate a Side Artist Agreement within forty-eight (48) hours following its full execution by both parties. In the event that either party cancels the agreement after this forty-eight (48) hour period, the refund policy established by the Side Artist shall apply. You may appeal a cancellation decision by contacting our customer service team for further review.

8.4 Without limiting our rights specified below, Feature may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

8.5 Feature may immediately, without notice, terminate this Agreement and/or stop providing access to the Feature Platform if (i) you have materially breached your obligations under these Terms and/or the Payments Terms, (ii) you have violated applicable laws, regulations or third party rights, or (iii) Feature believes in good faith that such action is reasonably necessary to protect the personal safety or property of Feature, its Users, or third parties (for example in the case of fraudulent behavior of a User).

8.6 In the event of termination, your account information will be retained for a period of ninety (90) days. During this retention period, you may reactivate your account, and your data will be restored. Should you fail to reactivate your account within the ninety (90) day period, your account and all associated data will be permanently deleted. Thereafter, any new use of the Feature Platform will require the creation of a new account.

8.7 In addition, Feature may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms and/or the Payments Terms, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Feature Account registration, or thereafter; or (iv) Feature believes in good faith that such action is reasonably necessary to

protect the personal safety or property of Feature, its Users, or third parties, or to prevent fraud or other illegal activity:

- limit your access to or use of the Feature Platform;
- temporarily or permanently revoke any special status associated with your Feature Account;
- temporarily or in case of severe or repeated offenses permanently suspend your Feature Account and stop providing access to the Feature Platform.

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by Feature and an opportunity to resolve the issue to Feature's reasonable satisfaction.

8.8 When this Agreement has been terminated, you are not entitled to a restoration of your Feature Account or any of your User Content. If your access to or use of the Feature Platform has been limited or your Feature Account has been suspended or this Agreement has been terminated by us, you may not register a new Feature Account or access and use the Feature Platform through an Feature Account of another User.

8.9 Sections 5, 9, 11, 12, 13, 15, and 16 of these Terms shall survive any termination or expiration of this Agreement.

9. Indemnification

You agree to defend, indemnify and hold harmless Feature, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents (collectively, the “**Released Parties**”), from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys’ fees and costs) arising from: (i) your use of and access to the Feature Platform; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your submissions of User Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Feature Platform.

10. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Feature Platform (“**Feedback**”). You may submit Feedback by emailing us, at support@feature.com, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

11. General Provisions

11.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between Feature and you pertaining to the subject matter hereof and supersede any and all prior oral or written understandings or agreements between Feature and you in relation to the access to and use of the Feature Platform.

11.2 No joint venture, partnership, employment, or agency relationship exists between you and Feeture as a result of this Agreement or your use of the Feeture Platform.

11.3 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

11.4 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

11.5 Feeture's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

11.6 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Feeture's prior written consent. Feeture may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion.

11.7 If you have any questions about these Terms, please [email us](#).

12. DISCLAIMER OF WARRANTIES

You use the Feeture Service at your own risk. We make no warranties or guarantees.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SITE IS AT YOUR SOLE RISK, AND THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE FOREGOING DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SITE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE SITE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON THE SITE WILL MEET YOUR EXPECTATIONS AND, (v) ANY ERRORS IN THE SITE WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL, AND (vi) FEETURE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND FEETURE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. IF WE CHOOSE TO CONDUCT IDENTITY VERIFICATION OR

BACKGROUND CHECKS ON ANY USER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT SUCH CHECKS WILL IDENTIFY PRIOR MISCONDUCT BY A USER OR GUARANTEE THAT A USER WILL NOT ENGAGE IN MISCONDUCT IN THE FUTURE. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

13. LIMITATION OF LIABILITY AND INDEMNIFICATION

WE ARE NOT LIABLE FOR ANYTHING THAT HAPPENS TO YOU THAT SOMEHOW MAY ARISE OUT OF OR BE RELATED TO YOUR USE OF THE FEETURE SERVICE. IF YOU USE THE FEETURE SERVICE IN A WAY THAT CAUSES US TO BE INCLUDED IN LITIGATION, YOU AGREE TO PAY ALL LEGAL FEES AND COSTS FOR RELEASED PARTIES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FEETURE AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU RESIDE OUTSIDE OF THE U.S., THIS DOES NOT AFFECT FEETURE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FEETURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE SITE; (v) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR (vi) ANY OTHER MATTER RELATING TO THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SITE OR YOUR USE OF FEETURE CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

You agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any Feeture Content, or (iii) your breach of these Terms. We shall provide notice to you promptly of any such claim, suit, or proceeding.

14. Consumer Protection Notice

Please note that, if you are a consumer, the limitations in these Terms are intended to be only as broad and inclusive as is permitted by the laws of your state of residence. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Feeture Service or to receive further information regarding use of the Service.

15. Applicable Law and Jurisdiction

This Agreement shall be governed by the laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and Feeture that arises in whole or in part from the Feeture Platform shall be decided exclusively by a court of competent jurisdiction located in Los Angeles County, California. You agree that: (a) the Feeture Platform shall be deemed solely based in California; and (b) the Feeture Platform shall be deemed a passive website that does not give rise to personal jurisdiction over Feeture, either specific or general, in jurisdictions other than California.

16. ARBITRATION, CLASS WAIVER, AND WAIVER OF JURY TRIAL

We are located in California, so all disputes must be resolved there. We will use arbitration to resolve any problems, and you cannot join a class action lawsuit or obtain a jury trial for any disputes you have with us related to your use of the Feeture Service.

These Terms and the relationship between you and Feeture shall be governed by the laws of the state of California without regard to its conflict of law provisions. You agree to first contact Feeture at Support@Feeture.com regarding any claim or controversy arising out of or relating to these Terms of Use or your use of the Feeture Service. You and Feeture agree to submit to the personal and exclusive arbitration of any disputes relating to your use of the Feeture Service under the rules of the American Arbitration Association. Any such arbitration, to the extent necessary, shall be conducted in Los Angeles, California. You covenant not to sue Feeture in any other forum. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. You agree that Feeture may recover reasonable attorneys' fees from you if Feeture prevails in an action for injunctive relief against you.

You also acknowledge and understand that, with respect to any dispute with the Released Parties arising out of or relating to your use of the Feeture Service or these Terms:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A USER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE; AND
- YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.

17. Contact Information

The Feature Service is provided by Feature, LLC. If you have any questions, comments or complaints regarding these Terms or the Feature Service, feel free to contact us.

Feature, LLC.,
30 N Gould St Ste R Sheridan,
WY 82801

Or

via email at: support@feature.com