TERMS OF USE

Last Updated: October 20, 2026

PLEASE READ THE FOLLOWING TERMS OF USE AGREEMENT CAREFULLY (the “Terms”). THESE TERMS ARE A BINDING LEGAL AGREEMENT BETWEEN YOU AND Negosh Inc. (“us”, “we”, “Negosh”, “Company”). BY ACCESSING OR USING OUR SITE https://www.negosh.com/ (the “Site”), NEGOSH PLATFORM, AND OUR SERVICES (INDIVIDUALLY AND COLLECTIVELY, THE “Services”), YOU AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED BY REFERENCE INTO THESE TERMS OR ON THE SITE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS OR USE OUR SERVICES. YOU ARE REFERRED TO AS “you” or “your”, AND WHEN WE USE “YOU” OR “YOUR” WE ARE REFERRING TO YOU AND ANY PERSON, PARTY, OR ENTITY WHO ACCESSES THE PLATFORM OR USES THE SERVICES. TOGETHER YOU AND COMPANY ARE REFERRED TO AS “Parties”. THESE TERMS SUPERSEDE ANY PRIOR TERMS FOR THE SITE OR SERVICES YOU ENTERED INTO PRIOR TO THE LAST UPDATED DATE ABOVE.

The Services allow intellectual property licensors and licensees to list, license, purchase and collaborate with respect to rights to various brands’ intellectual properties (each a “Right”).

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU USE OUR WEBSITE. BY USING THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT USE OUR WEBSITE.

This Agreement contains a binding arbitration agreement at the bottom. These Terms affect your legal rights, including an agreement to resolve disputes that may arise between us by arbitration on an individual basis instead of by class actions or jury trials. As a condition of using this Website, you agree that any disputes pertaining to information presented herein and use of the Website shall be resolved through binding arbitration and not in a court. You have the right to opt-out of our agreement to arbitrate.

CONTROLLING AGREEMENT:

If you have entered into a separate signed written agreement with NEGOSH governing your use of the Site or the Services (a "Signed Agreement"), the terms of that Signed Agreement shall control in the event of any conflict or inconsistency with these Terms with respect to the subject matter addressed in the Signed Agreement. These Terms shall continue to apply to all matters not addressed in the Signed Agreement.

1. PRIVACY POLICY:

By using this Site, you consent to the terms of NEGOSH's Privacy Policy, which you understand may be modified from time to time. The Privacy Policy, which can be reached by clicking on the Privacy Policy link located at the bottom of the Site, is incorporated into these Terms by reference. You consent to NEGOSH's use of cookies and similar devices as further described in the Privacy Policy and for the purposes set forth in the Privacy Policy unless you change your preferences using our Cookie Consent Tool. You further understand and agree that, to the extent that information is collected about you, it will be stored on servers in the United States.

2. DESCRIPTION OF SITE SERVICES OFFERED:

The NEGOSH Site is located at https://www.negosh.com/ and is owned and operated by Negosh Inc., a Delaware Corporation which does business as Negosh ("Site").

Negosh Inc. is a technology platform providing software and AI-powered services for the IP licensing industry, including an online marketplace that connects brands and licensees, and a suite of additional tools that may be offered by Negosh from time to time to support IP licensing workflows (collectively, "Services") to users who maintain an account on the Site ("Account"). The Services include, without limitation:

1. **Licensing Management Software:** To help brands initiate, track and manage their licensing agreements, including deal memo sending and receiving, and the listing of their brands for the explore page.
2. **Proposing Deals ("Deal Proposal page"):** Where the user will have the capability of sending an initial offer and deal memo to a brand that was selected from the explore brands or explore collaborations pages. The user will have the ability to summarize their offer, fill out a deal memo and upload any additional documents they may want in their pitch.
3. **Deal Management Software ("Deal Room"):** Where the parties negotiate and finalize licensing deals, including setting terms in a real-time deal memo editor, upload agreements to be agreed upon and signed via a DocuSign integration, sending files between each party, set important dates related to the deal, and an easily accessible audit trail of the deal memo revisions.
4. **Notification Center Dashboard:** Where the user will be able to see any and all notifications related to their account.
5. **Deal Pipeline Management ("Deal Proposals / Status page"):** Where the user will be able to see and filter all of their deals based on criteria such as: incoming, outgoing, licensing, collaboration, accepted, in progress, proposed, rejected, draft.
6. **Profile Management:** The user is able to manage the information associated with their profile including brands they have listed and authorized users associated with their accounts.
7. **Newsletter:** Users will be able to see curated articles from industry professionals about exciting news in the licensing industry.

8. **Marketplace:** Where users will be able to explore licensing opportunities posted by Licensors. Applicable fees will apply; for more information, please refer to Section 6(A) below.
9. **Unclaimed Listings:** Users will be able to request NEGOSH facilitate Licensees' initial introduction and negotiation opportunity with Licensors identified as "Unclaimed Listing[s]". Applicable fees will apply; for more information, please refer to Section 6(D) below.
10. **Opportunity Board:** Users will have exclusive access to a private segment of the Marketplace, allowing subscribers access to bid on open, time-bound requests for proposals posted by Licensors for licensing deals and collaborations. Applicable fees will apply; for more information, please refer to Section 6(E) below.
11. **Deal Facilitation Services:** Users may have NEGOSH liaise communications between the parties, including (i) communicating deal terms on Licensee's behalf; (ii) assisting with price negotiations and term setting; and (iii) facilitating all communications throughout the negotiation. Applicable fees will apply; for more information, please refer to Section 6(F) below.
12. **Additional Platform Products:** From time to time, Negosh Inc. may make available to users certain additional platform products and tools (collectively, the "Additional Products"). Subject to your continued compliance with these Terms, and upon Negosh Inc.'s approval, you shall have access to the Additional Products at no additional charge, provided that the payment terms in Section 6 herein shall remain where applicable. Negosh Inc. reserves the right to introduce fees for any Additional Product upon thirty (30) days' prior written notice to you; your continued use of such Additional Product following the date of such notice from Negosh Inc. shall constitute your acceptance of the applicable fees. The Additional Products are provided as part of the Services and are subject to all terms and conditions of these Terms, as they may be amended from time to time.
13. **Beta Programs:** From time to time, NEGOSH may invite users to participate in beta testing of Additional Products or new features (each, a "Beta Program"). The following terms apply to any Beta Program:
    a. **No Service Level Commitment.** Beta Products are provided for testing and evaluation purposes only, on an "as is" and "as available" basis, with no service level commitment, uptime guarantee, accuracy or error-free, or support obligation of any kind.
    b. **Modification and Discontinuation.** NEGOSH reserves the right to modify, suspend, or discontinue any Beta Product at any time without notice and without liability. Participation in a Beta Program does not create any entitlement to continued access or to a commercial version of the product.

c. **Data Usage.** NEGOSH may collect and use anonymized, aggregated, non-confidential data generated through your use of a Beta Product solely for the purpose of improving and developing NEGOSH's products and services. NEGOSH shall not use your Confidential Information or any third-party confidential materials you upload for product development or AI training purposes without your prior written consent. You retain ownership of all data you submit through a Beta Product.

d. **Feedback.** Any feedback, suggestions, ideas, or recommendations provided by you in connection with a Beta Program ("Beta Feedback") shall be owned exclusively by NEGOSH. You hereby assign to NEGOSH all right, title, and interest in and to any Beta Feedback. NEGOSH is under no obligation to implement or compensate you for any Beta Feedback.

e. **Beta Termination and Data.** Upon the conclusion of a Beta Program, whether by discontinuation, conversion to a commercial product, or otherwise, NEGOSH will provide thirty (30) days' written notice. During that period, you may export or retrieve your data. Following that period, NEGOSH shall have no obligation to retain your data submitted through the Beta Product and may delete it.

f. **Survival of Agreement Terms.** All other terms and conditions of these Terms, including without limitation the confidentiality, indemnification, limitation of liability, and intellectual property provisions, apply in full to your participation in any Beta Program. Where you have entered into a separate signed agreement with NEGOSH, the beta terms of that agreement shall control.

3. ACCOUNTS/REGISTRATION:

You must be 18 years old or the age of majority in your jurisdiction in order to enter into and form a legally binding contract to create an Account on our Site or use our Services. If you are under 18 years old or the age of majority in your jurisdiction, then you may not use our Services. If you are under 13 you may not create an Account or make a purchase on the Site. This Site is not directed to children under 13 years old.

By creating an Account, you agree: (a) that you are able to and have the appropriate authority and authorization to create a binding agreement with Company and if you are using the Site or Services on behalf of a company or other organization, you represent and warrant that you have the authority to bind such company or organization to these Terms; (b) provide true, accurate, current and complete information about yourself when we request it; (c) maintain and promptly update this information to keep it true, accurate, current and complete to the extent the services permit such updates; (d) use limited-access portions of the services only using access credentials that we have issued to you; and (e) use the Services solely to engage in licensing transactions that are facilitated through the Services and are subject to the compensation outlined in Section 6.

You are required to have an account on the Site (an “Account”) to access or participate in the Company’s Services. You represent and warrant that all information provided in registering your Account is true and accurate. You do not own or have any rights in your Account. Under these Terms, you are granted a limited, personal, non-transferable, non-commercial, revocable license to use your Account to access and use this Site and the Services. You may not sell or transfer all or any part of your Account. You may not use your Account in any way that violates these Terms.

You are responsible for maintaining the confidentiality of your Account. You are responsible for all activities that occur through the use of your Account regardless of whether you personally authorize such activities. You shall not allow any other person to access your Account. You shall immediately notify NEGOSH of any unauthorized use of the Account or any other breach of security. Even if you notify us, NEGOSH shall not be liable for any loss or damage arising from your failure to comply with these requirements.

We reserve the right, in our sole and absolute discretion, to verify your identity and your authority to represent and/or legally bind any organization or entity that you purport to represent. The method of verification shall be determined by NEGOSH in our sole and absolute discretion. Such verification methods may include the use of third-party services, such as ID.me, or obtaining references from your organization or third-party organizations, such as trade groups. You agree to comply with any request to verify your identity and/or authority and consent to the disclosure by NEGOSH to third parties of any and all information about you, including personally identifiable information that is reasonably useful in obtaining such verification.

We reserve the right to refuse to register you and provide you with an Account and/or to deny you access to the Site and/or terminate your Account for any reason in our sole and absolute discretion. We may terminate or suspend your Account and/or access to all or part of this Site if we, in our sole and absolute discretion, determine that you have breached these Terms or any other rule applicable to the Site or that your conduct violates applicable law or is otherwise harmful to the Site, other persons or us. Any such termination or suspension or removal shall be without liability to you. In addition, we may terminate or suspend your Account and/or access to all or part of this Site if we determine to cease all or a portion of our operations and/or the provision of any applicable products or services in connection with this Site. We reserve the right to change any or all of the features of and activities available on this Site at any time without notice. All such terminations, suspensions, removals and/or changes shall be without any liability to you.

4. MEMBER ACCOUNT, USERNAME, PASSWORD AND SECURITY:

After completion of the registration data and creation of your username, you will receive a random password – which you can later change – and account designation. You shall be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on or within your Account. It shall be your responsibility to notify NEGOSH immediately if you notice any unauthorized access or use of your Account or password or any other breach of security. NEGOSH shall not be held liable for any loss and/or damage arising from any failure to comply with this term and/or condition of the Terms.

5. BUSINESS AND INTERACTIONS WITH OTHER USERS:

If you are seeking to license out intellectual property that you own or represent (“Licensor Intellectual Property”), this Site allows you to contact and communicate, negotiate and enter into contracts with persons, entities, and organizations (each, a “Licensee”) for the manufacture, sale, distribution and

marketing of products and/or services incorporating the Licensor Intellectual Property. While NEGOSH takes reasonable cautionary steps to verify the identity and authority of each Licensor and Licensee, regardless of any such verification, all of your interactions with any Licensor or Licensee and any contract you enter into with any Licensor or Licensee are entirely at your own risk. Each Licensor and Licensee is solely responsible for all information posted concerning itself, its capabilities, its intellectual property and its products and services. All information on this Site is provided by NEGOSH "as is" and without any guarantees as to its accuracy and veracity. You agree to undertake your own due diligence before entering into any contract or authorizing the use of any Intellectual Property. You, and not NEGOSH, are solely responsible for all of your interactions with any Licensor or Licensee, for the Licensee's use of any Intellectual Property, and for any contract you enter into with any Licensor or Licensee. NEGOSH expressly disclaims all representations and warranties, whether express or implied, that any Licensor or Licensee has the capabilities it purports to have; that any Licensor or Licensee has the authority to license any Intellectual Property; that any Licensee's product or service will be safe for its intended use and not cause property damage or bodily injury; that the terms of any contract are fair or reasonable; that any Licensor or Licensee will comply with the terms and conditions of any contract; and/or that you will derive any economic benefit and/or that you will not suffer any economic losses from your use of the Site, from your license of any Intellectual Property, or from any contract you enter into with any Licensor or Licensee.

If you are seeking to license in a third party's Intellectual Property, this Site allows you to contact and communicate, negotiate and enter into contracts with persons and organizations (each, a "Licensor") for the licensing and use of Intellectual Properties that are owned or represented by the Licensor. While NEGOSH takes reasonable steps to verify the identity and authority of each Licensor, regardless of any such verification, all of your interactions with any Licensor and any contract you enter into with any Licensor are entirely at your own risk. Each Licensor is solely responsible for all information posted concerning itself and its Intellectual Property. All information on this Site is provided by NEGOSH "as is" and without any guarantees as to its accuracy and veracity. You agree to undertake your own due diligence before entering into any contract or using any Intellectual Property. You, and not NEGOSH, are solely responsible for all of your interactions with any Licensor, for your use of any Intellectual Property, and for any contract you enter into with any Licensor. NEGOSH takes reasonable and cautionary steps to verify users on the platform, but expressly disclaims all representations and warranties, whether express or implied, that any Licensor actually owns the Intellectual Property it purports to own; that any Licensor has the authority to represent or license any Intellectual Property; that your use of any Intellectual Property will not infringe on the rights of any third party or constitute misappropriation; that the terms of any contract are fair or reasonable; that any Licensor will comply with the terms and conditions of any contract; and/or that you will derive any economic benefit and/or that you will not suffer any economic losses from your use of the Site, from your use of any Intellectual Property, or from any contract you enter into with any Licensor.

When Licensors and Licensees exchange information between one another through the Site or in connection with any transaction initiated through the Site, each party shall be bound by obligations to maintain all non-public information including all business, marketing, technology, intellectual property, data, client, and other information disclosed by either party ("Confidential Information") under strict confidentiality. You ensure that any Confidential Information disclosed by another user through the Services shall not be disclosed to any third party without the disclosing party's prior written consent except to your employees, agents or other affiliates, on a need-to-know basis, who are also bound by these confidentiality obligations.

6. COMPENSATION STRUCTURE:

A. Marketplace.

Licensors shall be responsible for paying NEGOSH twelve percent (12%), or such other percentage as mutually determined by the affected parties in a separate writing, of the royalty structure paid to the Licensor by the Licensee ("Standard Commission") per the Licensor and Licensee's licensing agreement which shall be separately entered into by the Licensor and Licensee ("Licensing Agreement"), derived from any transactions entered into or initiated through the Site or Services and for the term of the Licensing Agreement and any renewals or extensions thereof, whether or not such transactions are closed through the Site. For the avoidance of doubt, royalties include any and all advance payments, minimum guarantee payment and all other amounts payable under that agreement which are considered royalties. The Commission shall be paid through a third-party payment processing platform, or wire transfer and invoicing to Licensor, upon completion of payment between Licensee and Licensor initiated upon the first royalty payment to Licensor and continuing through the last royalty payment made under the Licensing Agreement and any renewals or extensions thereof, provided, however, that subject to your full compliance with these Terms, for any renewal terms of the Licensing Agreement, NEGOSH will adjust the commission to eight percent (8%) (the "Renewal Commission"). We refer to the Standard Commission and the Renewal Commission as the "Commission". Licensor and Licensee shall be responsible for providing NEGOSH with a fully executed copy of the Licensing Agreement for NEGOSH's records and accounting of the Commission.

B. Non-circumvention.

When a Licensor initiates a transaction with a Licensee in any manner through the Site or the Services, any licensee transaction between the Licensor and the Licensee that occurs within twelve (12) months after the date such transaction is initiated will be deemed a "NEGOSH Transaction" even if all or part of the transaction is completed outside of the Site or the Services. The twelve (12) month period shall be extended for so long as (i) NEGOSH is actively engaged in facilitating, supporting, or advancing the transaction between the Licensor and the Licensee, or (ii) the Licensor and the Licensee are engaged in active negotiations relating to the transaction, in each case as evidenced by communications, meetings, drafts, term sheets, introductions, or other reasonable activity, plus an additional twelve (12) months following the date of the last such activity. You agree to pay the full Commission for any NEGOSH transaction initiated on the Site or through the Services regardless of how or where the transaction is closed or completed. Where a Licensor owns or represents multiple intellectual properties, Negosh's Commission applies to any licensing agreement entered into with a Licensee introduced through Negosh for any of those properties, even if the initial inquiry was for a different property. All other terms of these Terms of Use apply to such licensing agreement in the same manner as any other NEGOSH Transaction. A transaction shall be considered initiated when the Parties connect on the Site. The Paying Party shall pay interest on any Commission that is not paid when due, calculated at the rate of one and one-half percent (1.5%) per month on any outstanding balance, or the maximum rate permitted by applicable law, whichever is less, from the date due until paid in full. The Paying Party shall also be responsible for all expenses of collection, including reasonable attorneys' fees.

You acknowledge that NEGOSH has expended significant resources to provide the Site and Services and that this provision is necessary to compensate NEGOSH for the value and Services provided and to discourage any user from circumventing the Site to avoid compensating NEGOSH its applicable commission. For the avoidance of any doubt, this section shall only apply to paying users and does not extend to free trial users who do not yet have an obligation to make any payments.

C. Licensor Election.

From time to time, with Negosh's prior approval, Licensors may elect to have Licensees pay Negosh the Commission, or such other percentage as mutually determined by the parties in a separate writing,

instead of the Licensor. In such instances, the applicable brand will be labeled appropriately on the Site to notify Licensees of this deviation. For the avoidance of doubt, if the Commission is 12% and Licensee owed Licensor a $10,000 fee, Licensee shall owe NEGOSH an additional $1,200, for a total of $11,200 for the fee and the Commission, of any transactions entered into or initiated through the Site for the term of the Licensing Agreement and any renewals or extensions thereof, whether or not such transactions are closed through the Site.

D. Unclaimed Listings.

Some Licensors not listed on the NEGOSH Site as official brand partners may be identified as an "Unclaimed Listing[s]". You may request that NEGOSH facilitate Licensees' initial introduction and negotiation opportunity with an Unclaimed Listing for a fee, as listed on the Site, or otherwise communicated by a NEGOSH representative during an intake call with a Licensee. If the Licensee accepts and agrees to the fee and all other terms and conditions covered during the intake call or otherwise communicated in writing by NEGOSH, and Licensee wishes to move forward, NEGOSH shall facilitate an initial introduction between the Licensee and Licensor. NEGOSH's service in connection with Unclaimed Listings is limited to making an initial introduction and does not in any way guarantee the success of negotiations or transactions with Unclaimed Listings. Upon completion of the first mutual communication between Licensee and Licensor, Standard Commission for Premier Brands shall be due to NEGOSH by Licensee, and Standard Commission for all other Unclaimed Listings shall be due to NEGOSH by Licensor. The Standard Commission shall be paid through a third-party payment processing platform, or wire transfer and invoicing to Licensor or Licensee, as applicable, upon completion of the first payment to Licensor or Licensee, as applicable. Licensor and Licensee shall be responsible for providing NEGOSH with a fully executed copy of the Licensing Agreement for NEGOSH's records and accounting of the Standard Commission. For the avoidance of any doubt, in the event a transaction is initiated on the Site but is completed off the Site, NEGOSH shall have the right to seek its applicable commission for such transaction if executed within twelve (12) months of such transaction being initiated on the Site. A transaction shall be considered initiated when the Parties connect on the Site.

You acknowledge that this provision is necessary to compensate NEGOSH for the value and Services provided and to discourage any user from circumventing the Site to avoid compensating NEGOSH its applicable commission. For the avoidance of any doubt, this section shall only apply to paying users and does not extend to free trial users who do not yet have an obligation to make any payments.

E. Opportunity Board.

The Opportunity Board is a private segment of the Marketplace, exclusive to Licensees, allowing subscribers to have access to bid on open, time-bound requests for proposals ("RFPs") posted by the Licensors for licensing deals and collaborations. Licensors shall have full discretion to accept or reject a bid by Licensee and NEGOSH does not guarantee the success of any bid or negotiation between a Licensee and a Licensor. Upon a Licensor's acceptance of a bid from a Licensee, the Licensee or Licensor, as applicable, shall be required to pay NEGOSH the Standard Commission of the fee, or other percentage as mutually determined by the affected parties in writing (the "Opportunity Fee"). The Standard Commission shall be paid through a third-party payment processing platform, or wire transfer and invoicing to Licensor or Licensee, as applicable, upon completion of payment between Licensee and Licensor initiated upon the first fee payment to Licensor or Licensee, as applicable. Licensor and Licensee shall be responsible for providing NEGOSH with a fully executed copy of the Licensing Agreement for NEGOSH's records and accounting of the Standard Commission. For the avoidance of any doubt, in the event a transaction is initiated on the Site but is completed off the Site, NEGOSH shall have the right to seek its applicable commission for such transaction if executed within twelve (12) months of such transaction being initiated on the Site. A transaction shall be considered initiated when the Parties connect on the Site.

You acknowledge that this provision is necessary to compensate NEGOSH for the value and Services provided and to discourage any user from circumventing the Site to avoid compensating NEGOSH its applicable commission. For the avoidance of any doubt, this section shall only apply to paying users and does not extend to free trial users who do not yet have an obligation to make any payments.

F. Deal Facilitation Services.

The Deal Facilitation Service caters to partners interested in having NEGOSH liaise communications between the parties throughout the entire negotiation. This service shall be available to Licensees during deal submissions free of charge during NEGOSH's Beta period. Once the Beta period ends, this service shall be available for an initial flat fee of Five Hundred Dollars ($500). In the event that an applicable deal is executed, Licensee shall pay NEGOSH fifteen percent (15%) of the fee of such deal, or if the fee is not applicable or under Ten Thousand Dollars ($10,000), the Licensee shall pay an alternative success fee, to be decided by NEGOSH. By choosing this service, Licensees and Licensors hereby authorize Negosh to act as their agent on their behalf to facilitate, which may include any information provided by Negosh in connection with its services.

NEGOSH disclaims all liability for any deals or negotiations facilitated through its Services, including any use of Confidential Information (defined below) provided to NEGOSH by the Licensor or Licensee for the purpose of providing any of its Services, and does not guarantee the success or outcomes of any such deals or negotiations.

G. Off-Platform Referrals.

In addition to the transactions described in Sections 6.A through 6.F, NEGOSH may from time to time make introductions or referrals between Licensors and Licensees outside of the Site, including through email, phone, in-person meetings, or other channels (each, an "**Off-Platform Referral**"). An Off-Platform Referral occurs when NEGOSH identifies, introduces, refers, connects, solicits, or otherwise facilitates a potential licensing opportunity between a Licensor and a Licensee (or any of their respective affiliates, subsidiaries, parents, or other related parties), whether or not such introduction is made through the Site.

If a Licensor and a Licensee enter into a Licensing Agreement (or any agreement that operates as or in lieu of a Licensing Agreement) within twelve (12) months following an Off-Platform Referral, such agreement shall be deemed a "**NEGOSH Transaction**" and the Paying Party shall owe NEGOSH the full Commission on all royalties and other amounts payable under such agreement (and any renewals or extensions thereof), regardless of how or where the agreement is negotiated, executed, or performed. The twelve (12) month period shall commence on the date of NEGOSH's first introduction, referral, or other facilitation between the parties.

This Section 6.G operates independently of, and in addition to, Section 6.B (Non-circumvention). The invoicing, payment, late-payment, and collection terms set forth in Section 7 shall apply equally to amounts owed under this Section 6.G.

You acknowledge that NEGOSH has expended significant resources to identify, evaluate, and introduce licensing opportunities, and that this provision is necessary to compensate NEGOSH for the value and Services provided and to discourage any user from circumventing NEGOSH to avoid compensating NEGOSH its applicable Commission.

NEGOSH will provide written notice (which may be by email) to the recipient party at the time of each Off-Platform Referral identifying the counterparty being introduced. If the recipient party does not object in writing within five (5) business days of receiving such notice, the Off-Platform Referral shall be deemed accepted and binding on the recipient party for purposes of this Section 6.G.

7. NOTICE OF CONTRACTS:

You agree to notify NEGOSH promptly upon entering into any contract relating to a licensing opportunity where (a) you and the counterparty (or any of its affiliates, subsidiaries, parents, or other related parties) connected, learned of the licensing opportunity, or were initially introduced through the Site or the Services, or (b) the contract is otherwise subject to Commission under Section 6, in each case regardless of the identity of the contracting entity and regardless of whether the contract was negotiated or executed through the Site. In addition, within ten (10) business days of execution by both parties, you shall provide NEGOSH with: (i) a copy of any agreed Term Sheet (or equivalent document setting out the principal business terms of a potential Licensing Agreement); and (ii) a copy of each fully executed Licensing Agreement. You shall also notify NEGOSH once products or services distributed pursuant to any such contract have been publicly announced or are publicly available.

All executed licensing agreements must be submitted through the NEGOSH platform or finalized and transmitted to support@negosh.com. The Paying Party shall submit a royalty report to NEGOSH within fifteen (15) days following the end of each calendar quarter, covering all royalties paid or payable during such quarter in connection with any Licensing Agreement. Promptly following receipt of the royalty report, NEGOSH will issue an invoice to the Paying Party for the Commission due. The Paying Party agrees to pay each non-disputed invoice within thirty (30) days after the date the invoice is issued. "**Paying Party**" means the party responsible for paying NEGOSH the Commission, which shall be the Licensor unless Licensor has elected for Licensee to pay the Commission directly to NEGOSH pursuant to Section 6.

Operational License. You grant NEGOSH a limited, worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license, during your use of the Site or the Services, to use, display, and reproduce your trade name, trademarks, service marks, logos, commercial symbols, and other materials provided by you, solely as necessary for NEGOSH to operate the Services and identify you as a user of the Site, including without limitation displaying your brand on your profile and listings, identifying you to potential counterparties on the platform, and incorporating your materials into the Services.

Promotional Use Requires Consent. Except for the Operational License set forth above, NEGOSH will not issue press releases or publicity relating to you, reference you in any brochures, advertisements, client lists, case studies, or other promotional or marketing materials, or otherwise use your trade name, trademarks, service marks, logos, commercial symbols, or other proprietary rights, in each case without your prior written authorization (email being sufficient).

Confidentiality of Deals. NEGOSH will not publicly disclose any contract entered into by you through the Site or the Services, or any products or services distributed pursuant to such contract, until such contract or products or services have been publicly disclosed by you or others. This obligation shall survive termination of your access to the Services.

8. LICENSING AGENTS:

If you are an agent or representative acting on behalf of the owner of Intellectual Property or on behalf of any Licensee, then you agree, represent and warrant to NEGOSH that (a) you have all necessary rights and authorizations to represent the owner or Licensee and to license the Intellectual Property as posted and contracted; (b) you are agreeing to these Terms both for yourself and the owner or Licensee and have all necessary rights and authorizations to do so; (c) these Terms are binding on both you and the owner or Licensee (including but not limited to all of the limitations on NEGOSH's liability set forth herein); and (d) both you and the owner or Licensee will comply with all of the terms and conditions of these Terms, including but not limited to the obligation to notify NEGOSH of any contracts as set forth above and to pay the fees as set forth herein.

Until NEGOSH determines and informs you otherwise in writing (email shall suffice), which may be at any time and at NEGOSH's sole discretion, all non-exclusive Licensors, or agencies representing such Licensors, meaning agencies or Licensors who license Intellectual Property that is also licensed by one or more other agencies or Licensors, shall be onboarded to the Site on a first-come, first-served basis as a "First Non-Exclusive Licensor". "First Non-Exclusive Licensor" means the first non-exclusive agency or Licensor to be accepted by NEGOSH and onboarded onto the Site. Once a First Non-Exclusive Licensor is accepted and onboarded onto the Site, NEGOSH shall not accept any additional non-exclusive agencies or Licensors who are licensing the same Intellectual Property as the First Non-Exclusive Licensor, such that the First Non-Exclusive Licensor shall have exclusivity on the NEGOSH Site solely as to such specific Intellectual Property. For the avoidance of doubt, multiple non-exclusive agencies or Licensors may be onboarded so long as they license unique Intellectual Property.

9. UPLOADED USER POSTS:

This Site allows you to upload logos, trade names, trademarks, product images and other materials and intellectual property and to post comments and messages in chat rooms (each, a "User Post"). You represent and warrant that you have all approvals, rights, titles and interests in and to all User Posts you provide and all information they contain which are necessary for you to upload and post and for us to use and share your User Posts. You upload and display all User Posts at your own risk. NEGOSH makes no representation or warranty that your User Posts will be saved or maintained by or on this Site or our servers or that you will be able to download copies of your User Posts. You are solely responsible for maintaining a copy of your User Posts.

You agree not to upload any User Post which, in NEGOSH's sole and absolute discretion, (a) is infringing, defamatory, obscene, pornographic, threatening, abusive, violent, illegal, rude, harassing, or otherwise improper; (b) contains viruses, malware or other harmful items; or (c) otherwise violates or frustrates the purpose of or rules applicable to this Site. NEGOSH, in its sole and absolute discretion, may remove or delete any User Posts and/or restrict your ability to post User Posts at any time without any liability to you.

In order to store and share your User Posts on or through the Site, you hereby grant (or warrant that the owner of such rights has expressly granted) to NEGOSH a royalty-free, non-exclusive right and license to use, reproduce, publish, and distribute such materials. In addition, you warrant that all so-called "moral rights" and other rights recognized throughout the world (including without limitation, the European Economic Community) in those materials have been waived for the purposes of our use of such materials.

NEGOSH reserves the right, in its sole discretion, to adopt additional rules with respect to the uploading of User Posts and to condition access to any feature by any individual or group in accordance with geographic or other criteria, to deny or restrict access by any individual or group who fails to meet that criteria or by anyone who fails to comply with our criteria or rules at any time, and to change or modify the criteria or rules at any time.

10. USER CONDUCT:

As a member of the Site, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content (the "Content"), whether it is publicly or privately posted and/or transmitted, is the express sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of NEGOSH, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by

use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by NEGOSH.

Furthermore, you herein agree not to make use of NEGOSH's Services for the purpose of:

1. uploading, posting, licensing, emailing, transmitting, or otherwise making available any content or intellectual property that is, is related to, or designates the origin of a company, product, or service that is deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
2. causing harm to minors in any manner whatsoever;
3. impersonating any individual or entity, including, but not limited to, any NEGOSH network officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
4. forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
5. uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
6. uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
7. uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
8. disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real-time interactions;
9. interfering with or disrupting any NEGOSH Services, servers and/or networks that may be connected or related to our Site, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;
10. intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the U.S. Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange,

that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;

11. providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a “foreign terrorist organization” in accordance with Section 219 of the Immigration and Nationality Act;
12. “stalking” or with the intent to otherwise harass another individual;
13. collecting or storing of any personal data relating to any other member or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

NEGOSH herein reserves the right to pre-screen, refuse and/or delete any content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate the Terms or which would otherwise be considered offensive to other visitors, users and/or members. NEGOSH herein reserves the right to access, preserve and/or disclose member account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

1. compliance with any legal process;
2. enforcement of the Terms;
3. responding to any claim that therein contained content is in violation of the rights of any third party;
4. responding to requests for customer service; or
5. protecting the rights, property or the personal safety of NEGOSH, its visitors, users and members, including the general public.
6. NEGOSH herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by NEGOSH or any other content providers supplying content; services to NEGOSH. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

NEGOSH supports the rights of its users to conduct business free from racism, sexism, homophobia, discrimination, hate speech, threats, insults, rudeness, and other non-professional behaviors. You agree at all times to communicate and interact with other users and this Site in a professional manner appropriate for civil and polite in-person meetings. NEGOSH reserves the right to terminate the account of and ban all future access by any user whom NEGOSH, in its sole and absolute discretion, thinks has acted in an unprofessional manner either through the Site, elsewhere online, or in real life.

If you feel that any user has acted in an unprofessional manner, you should report such behavior to NEGOSH. While NEGOSH will use reasonable efforts to investigate any report, NEGOSH has no obligation to monitor or discipline any user or to report to you the results of any investigation or the reasons for taking or not taking any disciplinary action or the disciplinary actions taken, if any. Users are solely responsible for their interactions with other users. NEGOSH has no responsibility or liability for the behavior of any user.

You expressly agree that you will not use this Site or any other internet services provided by NEGOSH for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You agree to abide by all applicable local, state, national, and international laws and regulations. Any unauthorized commercial use of this Site, NEGOSH's servers or internet infrastructure is expressly prohibited. You will not use any device, software or routine to interfere or attempt to interfere with the proper working of this Site as determined by NEGOSH in its sole discretion.

Without limiting other restrictions contained in these Terms, you agree that you will not, under any circumstances:

1. gain or attempt to gain unauthorized access to any part of the Site, including the accounts of other users (such as through the use of bots or other automations as well as the unauthorized use of legitimate user credentials);
2. interfere with, disrupt, or damage our Site or attempt to do the same (such as by posting viruses, instigating a denial-of-service attack, or spamming users);
3. attempt to gain access to or tamper with non-public areas of the Site, our computer systems, and any technical delivery systems of our providers;
4. attempt to prove, scan, or test the vulnerability of our systems, networks, or Site, or breach any security or authentication measure;
5. conduct facial recognition or other biometric analysis of any content on the Site;
6. develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins, and add-ons or any other technology) to scrape the Site or otherwise copy profiles and/or other information from the Site; or
7. otherwise access or use the Site in an unlawful or unanticipated manner. For clarity, any attempt to engage in any of the behaviors listed in this section is also prohibited.

11. CAUTIONS FOR GLOBAL USE AND EXPORT AND IMPORT COMPLIANCE:

Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable content. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations (https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear), as well as the sanctions control program of the United States (https://ofac.treasury.gov/sanctions-programs-and-country-information).

Furthermore, you state and pledge that you:

1. are not on the list of prohibited individuals which may be identified on any government export exclusion report (https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern) nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
2. agree not to transfer any software, technology or any other technical data through the use of our network Services to any export-prohibited country;
3. agree not to use our Site network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws; and
4. agree not to post, transfer nor upload any software, technology or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

12. CONTENT PLACED OR MADE AVAILABLE FOR COMPANY SERVICES:

NEGOSH shall not lay claim to ownership of any Content submitted by any visitor, member or user, or make such content available for inclusion on our Site Services. Therefore, you hereby grant and allow for NEGOSH the below listed worldwide, royalty-free and non-exclusive licenses, as applicable:

1. The Content submitted or made available for inclusion on the publicly accessible areas of NEGOSH's sites - the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of NEGOSH's sites and shall terminate at such time when you elect to discontinue your membership. Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of NEGOSH's sites - the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of NEGOSH's sites and shall terminate at such time when you elect to discontinue your membership.
2. For any other content submitted or made available for inclusion on the publicly accessible areas of NEGOSH's sites, the continuous, binding and completely sublicensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform

and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium currently used or later developed.

3. Those areas which may be deemed "publicly accessible" areas of NEGOSH's sites are those such areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to both visitors and members. However, those areas which are not open to the public, and thus available to members only, would include our mail system and instant messaging.

13. CONTRIBUTIONS TO COMPANY SITE:

NEGOSH does not accept unsolicited ideas, concepts, proposals or other submissions concerning its business or its users' businesses. Before submitting any materials to NEGOSH, you must first enter into a submission agreement either with NEGOSH or one of NEGOSH's clients. By submitting to NEGOSH any feedback, recommendations, ideas, concepts, proposals or other submissions in connection with NEGOSH and its business (each a "Submission") without such an agreement (an "Unsolicited Submission"), you automatically grant (or warrant that the owner of such rights has expressly granted) to NEGOSH a perpetual, royalty-free, irrevocable, transferable, sublicensable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, and distribute your Submission or incorporate your Submission into any form, medium, or technology (now known or hereafter developed or devised) throughout the universe. In addition, you warrant that all so-called "moral rights" and other rights recognized throughout the world (including without limitation, the European Economic Community) in your Submission have been waived and that NEGOSH has the unrestricted right to modify, edit, alter and change your Submission without your or any other person's consent. There is no contract, implied or otherwise, that NEGOSH will compensate you for the use of your Submission and, pursuant to the foregoing, NEGOSH will not compensate you for any such use.

14. INDEMNIFICATION:

You agree to indemnify, defend and hold harmless NEGOSH, its affiliates, and their respective officers, managers, owners, employees, agents, licensors, representatives, and third-party providers to the Site from and against all losses, expenses, damages and costs, including but not limited to reasonable attorneys' fees and legal fees, resulting from or arising out of your use of the Site, or any violation of these Terms by you. NEGOSH reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with NEGOSH in asserting any available defenses.

15. ELIGIBILITY TO PURCHASE PRODUCTS:

Once purchases are available on the Site, in order to make purchases through the Site, you must be 18 years of age or older, be lawfully able to enter into and form contracts on the internet in accordance with the laws of the State of Florida, or any other jurisdiction where you are a resident or use the Services or visit the Site from. In order to make purchases on the Site, you will be required to provide information about yourself that is true, accurate, current and complete in all respects, including your name, address and email address and other requested information as indicated. Furthermore, you will be required to provide payment details that you represent and warrant are both valid and correct and confirm that you are the person referred to in the "billing" information provided. To learn more about how we collect and

use your information, please see our Privacy Policy. In order to make purchases on the Services you will also need to have been issued a valid credit/debit card by a bank acceptable to Company, and have authorized Company to process a charge or charges on your credit/debit card in the amount of the total purchase price for the Company services and/or third-party products that you purchase.

16. COMMERCIAL REUSE OF SERVICES:

The member or user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to NEGOSH's Site.

17. PRICING:

Company reserves the right to determine the price of services sold through the Site. Unless otherwise indicated, prices shown on the Site are in U.S. dollars and are exclusive of taxes. Sales tax will only be charged on orders when applicable.

If you are a customer whose credit/debit card is not denominated in U.S. dollars, your final price may be calculated in accordance with the applicable exchange rate on the day your credit/debit card issuer processes the transaction.

18. PAYMENT PROCESSING AND AUTHORIZATION:

Company will not be responsible in any way for payments processed via external third-party payment provider's sites. It is your responsibility to familiarize yourself with the third-party payment provider's terms and conditions, and privacy policy.

We take reasonable care, insofar as it is within our control to do so, to keep the details of your order and payment secure. However, in the absence of gross negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data and/or personal information that you provide when accessing or ordering from the Site.

You acknowledge and agree that for any payment information you input, the account being used is yours or that you have been specifically authorized by the owner of such account to use it. All credit card account holders are subject to validation and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to us, we will not be liable for any non-delivery or delay of orders. Payment will be debited and cleared from your account upon dispatch of your order by Company. If there is a problem charging your selected payment card, we may charge another valid payment card associated with your account.

By making an offer to purchase Services, you expressly authorize Company to perform credit checks and, where deemed necessary, to transmit or to obtain your credit card information or credit report information (including any updated information) to or from third parties solely to authenticate your identity, to validate your credit/debit card, to obtain an initial credit card authorization and/or to authorize individual purchase transactions.

You agree that we may use personal information that you provide in order to conduct appropriate anti-fraud checks. Personal information that you provide may also be disclosed to a third-party credit reference or fraud prevention agency which may keep a record of that information. Please refer to our Privacy Policy for further information about how we use your personal information and data.

19. PROMOTIONS:

Company, at its sole discretion, may offer promotional pricing, codes or other offers to you ("Promotions"). Promotions cannot be used on past purchases. Promotions are non-transferable and there is no cash alternative or cash value. Promotions cannot be used in conjunction with other Promotions or offers unless expressly stated otherwise, and must be used by the date published, if any. We reserve the right at any time without notice to retract or change any Promotions. Company, at its sole discretion, will determine whether a Promotion is combinable with other Promotions or sales. We reserve the right to provide you with operating rules or additional terms that govern certain Promotions we may offer from time to time, unique aspects of our Properties, or both ("Additional Terms"). To the extent any Additional Terms conflict with these Terms, the Additional Terms will control.

20. ORDERS:

When placing an order, you must follow the instructions on the Site as to how to place your order and for making changes to your order before you submit it to us through the Site. All orders are subject to acceptance and availability.

When you submit an order to us through the Site, you agree that you do so expressly subject to these Terms at the date you submit your order. You are responsible for reviewing the latest Terms each time you submit an order.

Until the time when we accept your order, we reserve the right to refuse to process your order and you reserve the right to cancel your order.

If you discover that you have made a mistake with your order after you have submitted it to us, please contact us immediately by reaching out to our Support team by email at support@negosh.com.

21. USE AND STORAGE GENERAL PRACTICES:

You herein acknowledge that NEGOSH may set up any such practices and/or limits regarding the use of our Services, without limitation of the maximum number of days that any email, message posting or any other uploaded content shall be retained by NEGOSH, nor the maximum number of email messages that may be sent and/or received by any member, the maximum volume or size of any email message that may be sent from or may be received by an account on our Service, the maximum disk space allowable that shall be allocated on NEGOSH's servers on the member's behalf, and/or the maximum number of times and/or duration that any member may access our Services in a given period of time. In addition, you also agree that NEGOSH has absolutely no responsibility or liability for the removal or failure to maintain storage of any messages and/or other communications or content maintained or transmitted by our Services. You also herein acknowledge that we reserve the right to delete or remove any account that is no longer active for an extended period of time. Furthermore, NEGOSH shall reserve the right to modify, alter and/or update these general practices and limits at our discretion.

22. MODIFICATIONS:

NEGOSH shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

23. TERMINATION:

As a member of Company, you may cancel or terminate your Account, associated email address and/or access to our Services by submitting a cancellation or termination request to support@negosh.com.

As a member, you agree that NEGOSH may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

1. any breach or violation of our Terms or any other incorporated agreement, regulation and/or guideline;
2. by way of requests from law enforcement or any other governmental agencies;
3. the discontinuance, alteration and/or material modification to our Services, or any part thereof;
4. unexpected technical or security issues and/or problems;
5. any extended periods of inactivity;
6. any engagement by you in any fraudulent or illegal activities; and/or
7. the nonpayment of any associated fees that may be owed by you in connection with your Account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your Account, associated email address and/or access to any of our Services. The termination of your account with Company shall include any and/or all of the following:

1. the removal of any access to all or part of the Services offered through the Site or Company;
2. the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your Account, or any part thereof; and
3. the barring of any further use of all or part of our Services.

24. DENIAL OF ACCESS:

NEGOSH, for any reason or no reason at all and at its sole discretion, may decide that any person shall be denied access to any part or all of the Site. The sending of an email notice by NEGOSH to any email address associated with the denial shall constitute complete and sufficient notice of the denial. By agreeing to these Terms, you agree to cease and desist immediately from any attempt to access the Site

upon issuance of a denial. If you do not cease and desist, you hereby consent to an injunction to be entered against you by a court of competent jurisdiction, as provided herein, permanently enjoining you from attempting to access the Site, without NEGOSH having to post any bond or surety therefor.

25. ADVERTISERS:

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between you and any such advertiser. Moreover, you herein agree that NEGOSH shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our Site.

26. LINKS:

Either NEGOSH or any third parties may provide links to other sites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third-party sites or resources. Furthermore, you acknowledge and agree that NEGOSH shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource. NEGOSH includes the links solely for your convenience. You are solely responsible for your access to the linked sites. You shall use your own judgment, caution, and common sense in using the linked sites. You may not, without our prior written permission, frame or inline link any of the content on the Site, or incorporate into another website or another service into any site material, content or intellectual property.

27. PROPRIETARY RIGHTS:

All software, designs, text, images, photographs, illustrations, audio clips, video clips, artwork, graphic material, data and other copyrightable elements, and the selection and arrangements thereof, and all trademarks, service marks, trade dress and trade names which are part of or displayed through this Site (the “Materials”) are the property of NEGOSH or of third parties who have authorized NEGOSH to use the Materials and are protected, without limitation, pursuant to U.S. and foreign copyright and trademark laws.

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You agree not to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast, sell, decompile, reverse engineer, disassemble, or circulate any Materials to any third party (including, without limitation, display and distribute the Materials via a third-party site) without NEGOSH's express prior written consent. Unauthorized or prohibited exploitation of Materials may subject you to civil liability and criminal prosecution under applicable federal and state laws.

The foregoing paragraphs in this section do not apply to any User Post which you own.

28. WARRANTY DISCLAIMERS/LIMITATION OF LIABILITY:

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

THIS SITE AND ALL MATERIALS CONTAINED ON IT AND ALL SERVICES PROVIDED BY IT ARE DISTRIBUTED AND TRANSMITTED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEGOSH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEGOSH DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT INFORMATION WILL BE SAVED OR PRESERVED, THAT INFORMATION WILL BE MAINTAINED AS CONFIDENTIAL, OR THAT THIS SITE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEGOSH DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THIS SITE OR THE INFORMATION CONTAINED IN IT WITH REGARD TO THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, CORRECTNESS, AND VALIDITY OF ANY MATERIAL RESTS WITH YOU. YOU, NOT NEGOSH, ASSUME THE COMPLETE COST OF ALL NECESSARY SERVICING, REPAIR, REPLACEMENT, OR CORRECTION.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

WE RESERVE THE RIGHT TO MODIFY AND/OR DISCONTINUE THIS SITE AT ANY TIME WITHOUT NOTICE.

TO THE EXTENT THAT YOU COMMUNICATE WITH NEGOSH THROUGH ANY SOURCE, THE STATEMENTS, PROMISES OR ACTIONS TAKEN BY SUCH SOURCES SHALL NOT LIMIT OR OTHERWISE MODIFY THE TERMS OF THIS DISCLAIMER AND/OR THIS USER AGREEMENT AND

THIS DISCLAIMER AND THESE TERMS SHALL APPLY TO ANY INFORMATION PROVIDED TO YOU THROUGH SUCH SOURCES.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, NEGOSH, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, AND THIRD-PARTY PROVIDERS TO THIS SITE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR SIMILAR DAMAGES, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS CONTAINED ON THIS SITE, OR THE LOSS OR DESTRUCTION OR LOSS OF CONFIDENTIALITY OF ANY MATERIALS YOU UPLOAD TO THIS SITE, REGARDLESS OF WHETHER THE MATERIAL IS PROVIDED OR OTHERWISE SUPPLIED BY NEGOSH, YOU OR ANY THIRD PARTY AND REGARDLESS OF WHETHER NEGOSH IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA, STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON COMPANY'S SITE OR SERVICES, AND ANY OTHER MATTER WHICH MAY BE RELATED TO COMPANY'S SERVICE.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL NEGOSH HAVE ANY LIABILITY TO YOU FOR ANY CLAIMS, DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEEDING THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS SITE. NEGOSH SHALL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS, EVEN IF NEGOSH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

29. SECURITY OF INFORMATION:

We have put physical, electronic and managerial procedures into place in order to help safeguard and prevent unauthorized access, use and/or disclosure of your information and uploads. Although we use reasonable efforts to safeguard the security of your information, transmissions made on or through the internet and information and submissions stored on our servers or the servers of third parties that we use may be vulnerable to attack and cannot be guaranteed to be secure. In addition, information provided and submissions made via email are not protected by encryption and are vulnerable to interception during transmission.

Notwithstanding the above, NEGOSH will implement and maintain appropriate security measures designed to restrict access to your data. NEGOSH will promptly notify you of any security breach relating to the Services that involve your confidential information or your data.

30. MALWARE:

We take great care and pride in creating this Site. We are always on the lookout for technical glitches that affect how the Site works. When we find them on our end, we will fix them. Unfortunately, your computer may cause some glitches that affect how you see our Site and that is beyond our control. If you experience any unusual behavior, content or ads on the Site, it may be the result of malware on your computer. Malware includes computer viruses, keyloggers, malicious active content, rogue programs and dialers, among others. While we continuously work closely with our partners to ensure that everything on the Site is working properly, sometimes malware programs on your personal computer may interfere with your experience on our Site and on other sites that you visit. Please note that we cannot be responsible for the effects of any third-party software including malware on your computer system.

31. SPECIAL ADMONITION RELATED TO FINANCIAL MATTERS:

Should you intend to create or to join any service, receive or request any such news, messages, alerts or other information from our Services concerning companies, stock quotes, investments or securities, please review the above Sections Warranty Disclaimers and Limitations of Liability again. In addition, for this particular type of information, the phrase “Let the investor beware” is appropriate. NEGOSH’s content is provided primarily for informational purposes, and no content that shall be provided or included in our Services is intended for trading or investing purposes. NEGOSH and our licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted and/or made available by way of our Services and shall not be responsible or liable for any trading and/or investment decisions based on any such information.

32. EXCLUSION AND LIMITATIONS:

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

33. THIRD PARTIES:

NEGOSH uses many APIs in the execution of its Services, including those of YouTube, Tipalti, DocuSign, and the United States Patent and Trademark Office. By using the Services, you agree to be bound by the YouTube Terms of Service, available at: YouTube Terms of Service. You herein acknowledge, understand and agree, unless otherwise expressly provided in these Terms, that there shall be third-party beneficiaries to this agreement.

34. NOTICE:

NEGOSH may furnish you with notices, including those with regards to any changes to the Terms, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our Site Services, or other reasonable means currently known or any which may be hereinafter developed. Any such notices may not be received if you violate any aspects of these Terms by accessing our Services in an unauthorized manner. Your acceptance of these Terms constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

35. EMAILS:

You agree that these Terms, including but not limited to the Disclaimers and Limitations of Liability, apply to all emails and other electronic communications which you receive from NEGOSH as though such email or other electronic communication and all of its content were a page of this Site.

36. TRADEMARK INFORMATION:

You herein acknowledge, understand and agree that all of the NEGOSH trademarks, copyright, trade name, service marks, and other NEGOSH logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of NEGOSH. You herein agree not to display and/or use in any manner the NEGOSH logo or marks.

37. COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES:

NEGOSH respects the intellectual property of others, and we ask that those posting to this Site do the same. With regards to appropriate circumstances and at its sole discretion, NEGOSH may disable and/or terminate the accounts of any user who repeatedly violates our Terms and/or infringes the rights of others. If you believe that your copyrighted work has been reproduced, posted, distributed and is accessible on this Site in a way that constitutes copyright infringement, you may notify us by sending a written notice by registered mail to the address below. The notice must comply with the Digital Millennium Copyright Act (and international intellectual property law, where applicable), and include, among other things, the following information as set forth in the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(3)(A). Please provide our copyright agent with the following information:

- The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf.
- A description of the copyrighted work that you claim has been infringed and a description of the infringing activity.
- Location where the original or an authorized copy of the copyrighted work exists, such as the URL of the website where it is originally posted or the name of the book in which it has been published.
- Location of the specific URL or other location on this Site where the material that you claim is infringing is located (please provide as much information as possible to allow us to locate the material).
- Your name, address, telephone number, and email address.
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

For all copyright or intellectual property infringement claims, please contact:

Negosh Inc.
127 W 26th Street, STE 400
New York City, New York
10001
Attn: Dylan Karofsky
Email: support@negosh.com

38. CLOSED CAPTIONING:

BE IT KNOWN, that NEGOSH complies with all applicable Federal Communications Commission rules and regulations regarding the closed captioning of video content. For more information, please visit our Site at https://www.negosh.com/

GENERAL INFORMATION

ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between you and NEGOSH and shall govern the use of our Services, superseding all prior or contemporaneous terms or conditions, oral or written, between you and NEGOSH, unless otherwise specified. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other NEGOSH Services, affiliate Services, third-party content or third-party software. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

UPDATING TERMS:

NEGOSH may at any time revise these Terms by updating the same at this Site without prior notice. All changes are effective immediately once posted and apply to all use of the Site thereafter. Your continued use of this Site and the Services after such changes are posted will constitute your acceptance of such changes. Notwithstanding the above, where you have entered into a separate signed agreement with NEGOSH, Negosh Inc. reserves the right to introduce changes to fees applicable under such agreement upon thirty (30) days' prior written notice to you; your continued use of the applicable Services following the date of such notice shall constitute your acceptance of the applicable changes.

DISPUTES AND ARBITRATION/CLASS ACTION WAIVER:

Any dispute relating in any way to your visiting this Site or your use of any of the Services shall be submitted to confidential, binding arbitration in Broward County, FL except that, to the extent you have in any manner violated or threatened to violate NEGOSH's intellectual property rights, NEGOSH may seek injunctive or other appropriate relief in any state or federal court in Florida, and you consent to exclusive jurisdiction and venue in such courts. Arbitration hereunder shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. The arbitrator's award shall be binding, but subject to review in accordance with applicable statutes, rules and regulations governing arbitration awards and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration hereunder shall be joined to an arbitration involving any other party subject to these terms and conditions, whether through class arbitration proceedings or otherwise.

You may opt out of this Agreement to Arbitrate. If you do so, neither you nor we can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing, within thirty (30) days of the date that you first began using this Site subject to these arbitration terms or changes to them, either by U.S. mail delivered to: Attn: Legal Department, Negosh Inc., 127 W. 26th St., Ste 400, New York, NY 10001 or by email delivered to support@negosh.com. You must include: (1) your name and residence address; (2) the email address and/or mobile telephone number associated with your account; and (3) a clear statement that you want to opt out of this agreement to arbitrate.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

WAIVER AND SEVERABILITY OF TERMS:

At any time, should NEGOSH fail to exercise or enforce any right or provision of the Terms, such failure shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

NO RIGHT OF SURVIVORSHIP NON-TRANSFERABILITY:

You acknowledge, understand and agree that your Account is non-transferable and any rights to your ID and/or contents within your account shall terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

STATUTE OF LIMITATIONS:

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Site, its Services or the agreement must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

VIOLATIONS:

Please report any and all violations of this agreement to NEGOSH as follows:

Negosh Inc.
127 W 26th Street, STE 400
New York City, New York
10001
Attn: Dylan Karofsky
Email: support@negosh.com