

WAFFLE

Terms of Service

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Welcome to Waffle. Waffle connects entities with a global network of video creators (“**Creator(s)**”) to deliver custom-made video data for AI training. These Terms of Service (these “**Terms**”) describe the terms and conditions by which you may access and/or use the website(s), including <https://www.wafflevideo.ai/> and any successor URL(s), and any and all related software, hardware (including Waffle Devices, as defined below), platforms, mobile applications, documentation, and online, mobile-enabled, and/or digital services (collectively, the “**Service**”) provided by Waffle Video, Inc. (including its successors and assigns, “**Waffle**,” “**we**,” “**our**,” or “**us**”). By accessing and/or using the Service, or by clicking a button or checking a box marked “I Agree” or something similar, you signify that you have read, understood, and agree to be bound by these Terms, and you acknowledge that you have read and understood our [Privacy Notice](#), as further described in Section 9.1 (**Privacy**). We reserve the right to modify these Terms, and we will provide notice of material changes as described below. These Terms apply to all visitors and users of the Service, regardless of whether he or she is a Creator or an AI company, and to all others who access the Service (collectively, “**Users**,” and, as applicable to you, “**you**” or “**your**”).

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION IN SECTION 20.2 (THE “**ARBITRATION AGREEMENT**”) AND A CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 20.3 (THE “**CLASS ACTION/JURY TRIAL WAIVER**”) THAT REQUIRE, UNLESS YOU OPT OUT PURSUANT TO THE INSTRUCTIONS IN THE ARBITRATION AGREEMENT, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US, INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THESE TERMS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (AS DEFINED BELOW), YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION OR PROCEEDING.

IN ADDITION, WHEN USING THE SERVICE, YOU MAY BE SUBJECT TO CERTAIN ADDITIONAL TERMS APPLICABLE TO SUCH SERVICE (“**SUPPLEMENTAL TERMS**”) THAT MAY BE POSTED ON THE SERVICE FROM TIME TO TIME, OR PRESENTED TO YOU FOR YOUR ACCEPTANCE WHEN YOU SIGN UP FOR OR ACCESS THE ADDITIONAL SERVICE. ALL SUCH TERMS ARE HEREBY INCORPORATED BY REFERENCE INTO THESE TERMS. IF THE TERMS SET FORTH HEREIN ARE INCONSISTENT WITH THE SUPPLEMENTAL TERMS, THEN THE SUPPLEMENTAL TERMS CONTROL WITH RESPECT TO SUCH ADDITIONAL SERVICE, BUT ONLY TO THE EXTENT OF SUCH INCONSISTENCY.

1. How We Administer the Service

1.1 **Eligibility.** This is a contract between you and Waffle. You must read and agree to these Terms before using the Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a legally binding contract with us, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules, and regulations (“**Applicable Law**”). Without limiting the generality of the foregoing, any access to, or use of, the Service by anyone who is a minor (which is under the age of 18 in most jurisdictions) in any applicable jurisdiction (a “**Minor**”) is strictly prohibited and in violation of these Terms, unless such access and/or use is supervised by a parent or legal guardian (“**Parent**”) who: (a) has read and understands these Terms; (b) approves all rights granted, and all obligations undertaken, by the Minor hereunder; and (c) agrees to be bound by these Terms. If you are a Parent of a User who is a Minor, then, by allowing such Minor to access and/or use the Service, you are subject to these Terms and responsible for such Minor’s activity on the Service. With respect to the Parent of a User who is a Minor, “**you**,” as used in these Terms in the context of a license grant, assignment, restriction, obligation, acknowledgment, representation, warranty, or covenant, or in any similar context, means “the Parent, on behalf of the Parent and the Minor,” and “**your**” has the corresponding meaning. The Service is not available to any Users we previously removed from the Service.

1.2 User Accounts

(a) Your User Account. Your account on the Service (your “**User Account**”) gives you access to certain services and functionalities that we may, in our sole discretion, establish and maintain as part of the Service from time to time. You acknowledge that, notwithstanding anything to the contrary herein, you do not own your User Account, nor do you possess any rights to data stored by or on behalf of Waffle on the servers running the Service. We may maintain different types of User Accounts for different types of Users.

(b) Connecting Via Third-Party Services. By connecting to the Service via a third-party service, you give us permission to access and use your information from that service, as permitted by that service, and to store your log-in credentials and/or access tokens for that service.

(c) Account Security. You may never use another User’s User Account without such User’s permission. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your User Account, you will keep your User Account password(s) and/or any other authentication credentials secure, and you will not share your password(s) and/or any other authentication credentials with anyone else. We encourage you to use “strong” passwords (passwords that use a combination of upper- and lower-case letters, numbers, and symbols) to protect your User Account. Any Org User with administrator-level access to your User Account can modify your User Account settings, access, and billing information. We will not be liable for, and expressly disclaim liability for, any losses caused by any unauthorized use of your User Account and/or any changes to your User Account, including, without limitation, changes made by any Org User with administrator-level access to your User Account. You will notify us immediately of any breach of security or unauthorized use of your User Account.

(d) Account Settings. You may control certain aspects of your User Account and any associated User profile, and of the way you interact with the Service, by changing the settings in your settings page. By providing us with your email address, you consent to our using that email address to send you Service-related notices, including any notices required by Applicable Law, in lieu of communication by postal mail. We may also use that email address to send you other messages, including, without limitation, marketing and advertising messages, such as messages notifying you of changes to features of the Service and special offers (collectively, “**Marketing Emails**”). If you do not want to receive Marketing Emails, you may opt out of receiving them or change your preferences by contacting the Service support team at support@wafflevideo.ai or by clicking on the “unsubscribe” link within a Marketing Email. Opting out will not prevent you from receiving Service-related notices.

1.3 **Changes, Suspension, and Termination.** You may de-activate your User Account at any time. We may, with or without prior notice, change the Service, stop providing the Service or features of the Service to you or to Users generally, or create usage limits for the Service. We may, with or without prior notice, permanently terminate or temporarily suspend your access to your User Account and/or the Service without liability, with or without cause, and for any or no reason, including if, in our sole determination, you violate any provision of these Terms. Upon their termination for any reason or no reason, you continue to be bound by these Terms.

2. Access to the Service; Service Restrictions

2.1 **Access to the Service.** Subject to your compliance with these Terms and any documentation we may make available to you, you are hereby granted a non-exclusive, limited, non-transferable, and freely revocable right to access and use the Service, solely for your personal use or internal business purposes, as applicable, strictly as permitted by the features of the Service. We may terminate the license granted in this Section at any time, for any reason or no reason. We reserve all rights not expressly granted herein in and to the Service.

2.2 **Restrictions and Acceptable Use.** Except to the extent a restriction is prohibited by Applicable Law, you will not do, and will not assist, permit, or enable any third party to do, any of the following:

- (a) disassemble, reverse engineer, decode, or decompile any part of the Service;

- (b) use any robot, spider, scraper, off-line reader, data mining tool, data gathering or extraction tool, or any other automated means to access the Service in a manner that sends more request messages to the servers running the Service than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Waffle grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Service for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of, but not caches or archives of, such materials, and only as specified in the applicable robots.txt file);
- (c) buy, sell or transfer API keys without our prior written consent in each case;
- (d) copy, rent, lease, sell, loan, transfer, assign, license or purport to sublicense, resell, distribute, modify, alter, or create derivative works of any part of the Service or any of our Intellectual Property (as defined below), including, without limitation by any automated or non-automated “scraping”;
- (e) use the Service in any manner that impacts (i) the stability of the servers running the Service, (ii) the operation or performance of the Service or any User’s use of the Service, or (iii) the behavior of other applications that use the Service;
- (f) take any action that imposes, or may impose (as determined by us, in our sole discretion), an unreasonable or disproportionately large load on our infrastructure;
- (g) use the Service in any manner or for any purpose that (i) violates, or promotes the violation of, any Applicable Law, contractual obligation, or right of any person, including, but not limited to, Intellectual Property Rights (as defined below), privacy rights, and/or rights of personality, (ii) is fraudulent, false, deceptive, or defamatory, (iii) promotes hatred, violence, or harm against any individual or group, or (iv) otherwise may be harmful or objectionable (in our sole discretion) to us or to our providers, our suppliers, Users, or any other third party;
- (h) use or display the Service in competition with us, to develop competing products or services, for benchmarking or competitive analysis of the Service, or otherwise to our detriment or disadvantage;
- (i) access any content available on or via the Service through any technology or means other than those provided by the Service or authorized by us;
- (j) bypass the measures we may use to prevent or restrict access to the Service, including, without limitation, features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service or any portion thereof;
- (k) attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from, the servers running the Service;
- (l) use the Service to transmit spam, chain letters, or other unsolicited email;
- (m) use the Service for any commercial solicitation purposes;
- (n) transmit invalid data, viruses, worms, or other software agents through the Service;
- (o) impersonate another person or entity, misrepresent your affiliation with a person or entity, hide or attempt to hide your identity, or otherwise use the Service for any invasive or fraudulent purpose;
- (p) collect or harvest any personal information, including Users’ names, from the Service; or

(q) identify or refer to us or to the Service in a manner that could reasonably imply a relationship that involves endorsement, affiliation, or sponsorship between you (or a third party) and us without our prior express written consent.

3. **User Grants, Covenants, Representations and Warranties**

3.1 As between us and you, you (or your licensors) will own any and all information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from you (or on your behalf) by or through the Service that is not a Mission Submission ("**User Content**"), (as defined below). For the avoidance of doubt, Mission Submissions are not considered User Content.

3.2 You understand that certain portions of the Service may allow other Users to view, edit, share, and/or otherwise interact with your User Content and your Output (as defined below). By providing or sharing your User Content and Output through the Service, you agree to allow others to view, edit, share, and/or interact with your User Content and Output in accordance with your settings and these Terms. You agree to mark any sensitive or proprietary content as confidential prior to making such content available to any other User. We have the right (but not the obligation) in our sole discretion to remove any of your User Content or Output that is shared via the Service. You hereby grant each User a non-exclusive license to access your User Content and Output through the Service, and to use, reproduce, distribute, display and perform your User Content and Output, which you make available to such User through the Service. You further grant, and you represent and warrant that you have all rights necessary to grant, to us, under all of your Intellectual Property Rights, an irrevocable, perpetual, transferable, sublicensable (through multiple tiers), fully paid, royalty-free, and worldwide right and license to use, copy, store, modify, distribute, reproduce, publish, list information regarding, make derivative works of, and display your User Content and Output: (i) to maintain and provide the Service; (ii) to improve our products and the Service and for our other business purposes, such as data analysis, customer research, developing new products or features, and identifying usage trends; and (iii) to perform such other actions as described in our Privacy Notice or as authorized by you in connection with your use of the Service.

3.3 You affirm, represent, and warrant the following:

(a) you have the written consent of each and every identifiable natural person referred to or mentioned in the User Content and Mission Submissions, as applicable, if any, to use such person's name, voice, and likeness in the manner contemplated by the Service and these Terms, and each such person has released you from any liability that may arise in relation to such use;

(b) you have obtained, and are solely responsible for obtaining, all consents required by Applicable Law to provide User Content and, if applicable, Mission Submissions, relating to third parties;

(c) your User Content, Output, and, if applicable, Mission Submissions, and our use thereof as contemplated by these Terms and the Service will not violate any Applicable Law or infringe any rights of any third party, including, but not limited to, any Intellectual Property Rights and privacy rights;

(d) your User Content and, if applicable, Mission Submissions, does not include any information or material that a governmental body deems to be sensitive or classified information, and your provision of User Content and Mission Submissions in connection with the Service is not violative of any confidentiality rights of any third party;

(e) we may exercise the rights to your User Content or, if applicable, Mission Submissions granted to us under these Terms without liability for payment of any guild or other fees, residuals, payments, or royalties payable under any collective bargaining agreement or otherwise;

(f) You will not upload or make available through the Service, either directly or by other means: any personal information of children and teens under 18 or the applicable age of digital consent;

(g) your User Content and Mission Submissions, as applicable, does not include nudity or other sexually suggestive content; hate speech, threats, or direct attacks on an individual or group; content that is abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy; sexist or racially, ethnically, or otherwise discriminatory content; content that contains self-harm or excessive violence; fake or impostor profiles; illegal content or content in furtherance of harmful or illegal activities; malicious programs or code; any person's personal information without such person's consent; spam, machine-generated content, or unsolicited messages; and/or otherwise objectionable content; and

(h) to the best of your knowledge, all User Content and other information that you provide to us is truthful and accurate.

3.4 WE CLAIM NO OWNERSHIP RIGHTS OVER YOUR USER CONTENT. WE TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY USER CONTENT. YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USER CONTENT AND THE CONSEQUENCES OF SUBMITTING, POSTING, DISPLAYING, PROVIDING, SHARING, OR OTHERWISE MAKING IT AVAILABLE ON OR THROUGH THE SERVICE, AND YOU UNDERSTAND AND ACKNOWLEDGE THAT WE ARE ACTING ONLY AS A PASSIVE CONDUIT FOR YOUR ONLINE DISTRIBUTION AND PUBLICATION OF YOUR USER CONTENT.

4. Intellectual Property

4.1 **Intellectual Property Rights Definition.** For the purposes of these Terms, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of personality, trademark, trade dress and service mark rights, goodwill, trade secret rights, and any and all other intellectual property rights and proprietary rights as may now exist or hereafter come into existence, and all applications therefor and registrations, renewals, and extensions thereof, under Applicable Law.

4.2 **Waffle Intellectual Property.** You understand and acknowledge that we (or our licensors (including other Users), as applicable) own and will continue to own all rights (including Intellectual Property Rights), title, and interest in and to the Service, all materials and content displayed or otherwise made available on and/or through the Service (including, without limitation, images, text, graphics, illustrations, logos, photographs, audio, videos, music, and User Content belonging to other Users), and all software, algorithms, code, technology, and intellectual property underlying and/or included in or with the Service (collectively and individually, "**Intellectual Property**"). Except as may be explicitly provided herein, nothing in these Terms will be deemed to create a license in or under any such Intellectual Property Rights, and you will not access, sell, license, rent, modify, distribute, copy, reproduce, transmit, display, perform, publish, adapt, edit, or create derivative works of any Intellectual Property. Use of any Intellectual Property for any purpose not expressly permitted by these Terms is strictly prohibited.

4.3 **Usage Data.** We may collect, or you may provide to us, diagnostic, technical, usage, and/or related information, including information about your computers, mobile devices, systems, and software (collectively, "**Usage Data**"). All Usage Data is and will be owned solely and exclusively by us, and, to the extent any ownership rights in or to the Usage Data vest in you, you hereby assign to us all rights (including Intellectual Property Rights), title, and interest in and to same. Accordingly, we may use, maintain, and/or process the Usage Data or any portion thereof for any lawful purpose, including, without limitation: (a) to provide and maintain the Service; (b) to improve our products and services (including the Service), and to develop new products, services, and/or features; (c) to monitor your usage of the Service; (d) for research and analytics, including, without limitation, data analysis, identifying usage trends, and/or customer research; and (e) to share analytics and other derived Usage Data with third parties, solely in de-identified or aggregated form. The Service may contain technological measures designed to prevent unauthorized or illegal use of the Service; you understand and acknowledge that we may use these and other lawful measures to verify your compliance with these Terms and to enforce our rights, including Intellectual Property Rights, in and to the Service.

4.4 **Feedback.** To the extent you provide us any suggestions, recommendations, or other feedback relating to the Service or to any other Waffle products or services (collectively, "**Feedback**"), you hereby assign to us all rights (including Intellectual Property Rights), title, and interest in and to the Feedback. Accordingly, we are free

to use the Feedback and any ideas, know-how, concepts, techniques, and/or other intellectual property contained in the Feedback, without providing any attribution or compensation to you or to any third party, for any purpose whatsoever, although we are not required to use any Feedback. Feedback is deemed our Confidential Information (as defined below). You acknowledge that, by acceptance of your submission of Feedback, we do not waive any rights to use similar or related ideas previously known to us, or developed by our employees, or obtained from sources other than you.

5. **Confidential Information**

The Service may include non-public, proprietary, or confidential information of Waffle and/or of other Users (“**Confidential Information**”). Confidential Information includes any information that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, including non-public business, product, technology, and marketing information. You will: (a) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as you would use protect your own highly sensitive confidential information, but in no event with less than a reasonable degree of care; (b) not use any Confidential Information for any purpose other than to exercise your rights, or to perform your obligations, under these Terms; and (c) not disclose any Confidential Information to any person or entity, except your service providers or financial or legal advisors who/that (i) need to know the Confidential Information and (ii) are bound by non-use and non-disclosure restrictions at least as restrictive as those set forth in this Section.

6. **DMCA Notice**

We respect artists and content owner rights, and it is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (as it may be amended, “**DMCA**”).

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify our copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide all of the following information in writing:

- (a) an electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- (b) identification of the copyrighted work that you claim has been infringed;
- (c) identification of the material that is claimed to be infringing and its location on the Service;
- (d) information reasonably sufficient to permit us to contact you, such as your address, telephone number, and email address;
- (e) 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 law; and
- (f) a statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to our DMCA Agent, using the following contact information:

Attn: Waffle Video Copyright Agent Waffle Video, Inc.
Address: Waffle Video, Inc.
251 Little Falls Drive
Wilmington, DE 19808

Tel.: 302-307-6492
Email: support@wafflevideo.ai

UNDER UNITED STATES FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that the procedure outlined herein is exclusively for notifying Waffle and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Waffle's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other Applicable Law.

In accordance with the DMCA and other Applicable Law, we have adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. We may also, at our sole discretion, limit access to the Service and/or terminate the User Accounts of any Users who infringe any Intellectual Property Rights of others, whether or not there is any repeat infringement.

7. **Our Publicity Rights**

We may identify you as a User in our promotional materials. We will promptly stop doing so upon receipt of your request sent to support@wafflevideo.ai.

8. **Promotional Offers.**

We may from time to time offer special promotional offers, plans, or memberships ("**Promotional Offers**"). Promotional Offer eligibility is determined by us in our sole discretion, and we reserve the right to revoke a Promotional Offer in the event that we determine you are not eligible. We may use information such as device ID, method of payment, and/or an email address used in connection with your User Account to determine eligibility. The eligibility requirements and other limitations and conditions will be disclosed when you sign-up for the Promotional Offer or in other communications made available to you and may be subject to Supplemental Terms. You understand and acknowledge that any Promotional Offers are subject to change at any time and from time to time.

8.1

9. **Privacy; Data Security**

9.1 **Privacy.** We care about your privacy. By using the Service, you acknowledge that we may collect, use, and disclose your personal information and aggregated and/or anonymized data as set forth in our [Privacy Notice](#), and that your personal information may be transferred to, and/or processed in, the United States.

9.2 **Security.** We care about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or to use your data for improper purposes. You acknowledge that you provide your data at your own risk.

10. **Text Messaging and Calls**

10.1 **General.** You may provide us with your telephone number as part of creating your User Account or otherwise. By providing a telephone number, you consent to receiving autodialed or prerecorded calls and/or text messages from us, or on our behalf, at such telephone number. We may place such calls or send such texts to (a) help keep your User Account secure through the use of multi-factor authentication ("**MFA**"); (b) help you access your User Account if you are experiencing difficulties; and/or (c) as otherwise necessary to service your account or enforce these Terms, our policies, Applicable Law, or any other agreement we may have with you. Part of the MFA

identity-verification process may involve Waffle sending text messages containing security codes to the telephone number you provided, and you agree to receive such texts from or on behalf of Waffle.

10.2 Consent to Transactional Communications. You expressly consent and agree to Waffle contacting you using written, electronic, and/or verbal means, including manual dialing, emails, prerecorded/artificial voice messages, and/or using an automatic telephone dialing system to call or text your mobile/cellular telephone number, as necessary to complete transactions requested by you and to service your account, and as permitted by Applicable Law, in each case even if the phone number is registered on any United States federal and/or state Do-Not-Call/Do-Not-email registry/ies. Message and data rates apply. For purposes of clarity, the text messages described in this paragraph are transactional text messages, not promotional text messages.

10.3 Unsubscribing From Transactional Text Messages. You may opt out from transactional text messages at any time. To unsubscribe from transactional text messages, text "STOP," "QUIT," "END," "CANCEL," or "UNSUBSCRIBE" to the conversation thread from the mobile device receiving the messages, or reply "STOP," "QUIT," "END," "CANCEL," or "UNSUBSCRIBE" to any promotional text message you receive from Waffle. You consent that following such a request to unsubscribe, you may receive one (1) final text message from or on behalf of Waffle confirming your request. For help, text "HELP" to us as a reply to a text message you receive from us or contact us at support@wafflevideo.ai.

11. Creator Terms.

11.1 Mission Submissions. From time to time, Waffle or other Users may commission you to create and provide to Waffle (either through a User Account or via email or such other mutually agreed upon method of delivery) certain works of authorship, including but not limited to "Missions" or "Tasks" or other videos, photos, footages, film, clips, recordings, video datasets, and any other related content on the Service, ("**Mission Submission(s)**") as specified in your individual User Account and in accordance with any criteria set forth therein and Waffle's submission guidelines available at <https://www.wafflevideo.ai/submission-guidelines>. The terms and conditions of these Terms apply to all Mission Submissions commissioned by Waffle, including Device Content commissioned through the GRID Program (as defined below), regardless of whether any such Mission Submissions are completed or required to be completed prior to termination of these Terms. You must have an individual User Account in order to submit Mission Submissions. Unless otherwise specified or enabled by Waffle, each Mission Submission must be submitted through the Waffle iOS App or Android App.

11.2 Creator Responsibility. With respect to each Mission Submission commissioned by Waffle, Creator shall:

(a) Accept or deny Mission Submissions that are communicated to you from time to time on your User Account on the Service ("**Submissions Request(s)**");

(b) If accepted, deliver each Mission Submission pursuant to each accepted Submission Request to Waffle on a timely basis in the formats and on or via the media set forth in your User Account, applicable Submission Request, or as otherwise specified by Waffle;

(c) Prior to delivery of each Mission Submission, obtain from all persons who are, or whose property is, identified, depicted, or otherwise referred to or captured in such Mission Submission, such written and signed licenses, permissions, waivers, and consents (collectively, "**Permissions**" and each, individually, a "**Permission**"), including those relating to publicity and privacy, as are or reasonably may be expected to be necessary for Waffle, including its licensees, successors, and assigns, to exercise its rights in such Mission Submission, including all intellectual property rights therein, without incurring any payment or other obligation to, or otherwise violating any right of, any such person. Without limiting the generality of the foregoing, and your responsibility to secure Permissions as described herein, Waffle may make available through the Service, from time to time, certain written Permissions for such individual non-Users to execute who appear in a Mission Submission, and you represent

and warrant that you will ensure that any such individuals appearing in your Mission Submission will execute relevant Permissions.

11.3 Creator Representations, Warranties, and Covenants. You represent, warrant, and covenant that:

(a) You have sufficient right, power, and authority to enter into and to perform your obligations under these Terms, including providing Mission Submissions, and to grant the rights described in these Terms;

(b) You have not made, nor will you make, any agreement or commitment with any third party that would prevent or materially interfere in any way with your provision of the Mission Submissions or the exercise of the rights granted to us (other than as specifically set out in these Terms);

(c) You will provision the Mission Submissions in compliance with all Applicable Laws, and in a manner that does not, infringe or violate any third party's personal or property rights, including intellectual property rights. You have secured all Permissions as are or reasonably may be expected to be necessary for Waffle, including its licensees, successors, and assigns, to exercise its rights in such Mission Submission, including all intellectual property rights therein, without incurring any payment or other obligation to, or otherwise violating any right of, any such person. You will create and provision the Mission Submissions in compliance with any and all consumer disclosure requirements under federal, state and local laws, statutes, ordinances, rules, regulations, guidance and orders; and

(d) All content you post under these Terms, including all Mission Submissions, are your own work, original, and unless we mutually agree otherwise, will not contain any third party's content and will not be generated, in whole or in part, with the use of any generative or other artificial intelligence tools or technology.

11.4 Payment Due to You.

(a) Payment Terms. You understand that Waffle has the right to and may sell or license your Mission Submissions to other Users. As a result of such sale or licensing, we, or our designated agent, will pay you the compensation designated for each Mission Submission, and as set out at <https://www.wafflevideo.ai/payment-information> ("**Creator Compensation**"). Unless otherwise agreed by you and Waffle in writing, we will remit Creator Compensation due to you hereunder no later than thirty (30) days after the end of each calendar month in which the applicable fees are incurred. If a Submission Request requires two (2) or more Creators, only one Creator will be responsible for submitting the responsive Mission Submission, and such submitting Creator will be the sole Creator to receive Creator Compensation on behalf of the other Creator(s) included in the Submission Request. Creator is solely responsible for allocating the Creator Compensation among other Creators participating in the Mission Submission and Waffle will have no obligation to make such allocation or to pay multiple Creators for a single Mission Submission. Payment will be in the form you select when you register for the Service, or as subsequently updated as permitted by the Service. We reserve the right to withhold payment under these Terms due to any breach of these Terms by you, pending our reasonable investigation of such breach. We also reserve the right to withhold payment or to charge back to your User Account any amounts subject to dispute, such as in the case of credit card chargebacks, pending successful resolution of the dispute. To ensure proper payment, you are solely responsible for providing and maintaining accurate contact and payment information associated with your User Account, which includes, without limitation, applicable tax information. If we believe that we are obligated to obtain tax information and you do not provide this information to us after we have requested it, we may withhold your payments until you provide this information or otherwise satisfy us that you are not a person or entity from whom or from which we are required to obtain tax information. Any third-party fees related to returned or cancelled payments due to a contact or payment information error or omission may be deducted from the newly-issued payment. You will pay all applicable Taxes in connection with your access to and/or use of the Service.

(b) Disputes. If you dispute any payment obligation we allegedly have hereunder, you must notify us in writing within thirty (30) days of such payment or from when you purport such payment would have

been due, whichever is earlier. Failure to so notify us will result in the waiver by you of any claim relating to such disputed payment obligation. Creator Compensation will be calculated solely based on records maintained by us; no other measurements or statistics of any kind will be accepted by us or have any effect under these Terms, and you will have no audit rights hereunder. We may withhold any Taxes or other amounts from payments due to you as required by Applicable Law.

(c) Limitation of Remedies. You recognize and confirm that in the event of any failure or omission by Waffle constituting a breach of any of the obligations under these Terms, whether or not material, the damage, if any, caused to you is not irreparable or sufficient to entitle you to injunctive or other equitable relief. Consequently, your rights and remedies for a breach of these Terms shall be limited to the right, if any, to obtain damages at law and you shall not have any right to terminate or rescind these Terms or any of the rights granted to the Waffle hereunder or to enjoin or restrain any activities in connection with the exploitation of the rights granted in Section 11.5 below.

(d) Revenue-Sharing Arrangement. Waffle may provide you a revenue-share percentage of certain Mission Submissions that you submit when such Mission Submissions are re-licensed to other Users, which details and criteria can be found within your User Account, and/or on our Creator commissions page at <https://www.wafflevideo.ai/payment-information>. Such revenue-sharing arrangement shall expire on the sixtieth month from the date of acceptance of the applicable Mission Submission by Waffle. For the avoidance of doubt, thereafter, Waffle may continue to re-license the Mission Submissions to other Users and otherwise continue to exercise its license rights granted hereunder to such Mission Submissions without further payment to you.

(e) Third-Party Payment Processor. To the extent a Payment Processor processes payments made to you, you will be subject to terms and conditions governing the use of Payment Processor's service. Please review such terms and conditions as well as Payment Processor's privacy notice (each of which is available on <https://tipalti.com/legal/>). You acknowledge and understand that Payment Processor may collect and retain third-party fees whenever you receive Creator Compensation and such amounts will be deducted from your Creator Compensation before your Creator Compensation is distributed to you. Payment Processor will report all payments to you on Internal Revenue Service Form 1099. For all payments, Payment Processor will collect your preferred payment method details and remit payment to your chosen payment method in connection with each transaction. If any of your account or payment method information changes, you will promptly update such information, so that we or Payment Processor may complete your transaction(s) and/or contact you, as needed.

(f) Expenses. You are responsible for all costs and expenses incurred by you incident to your provision of Mission Submissions, including but not limited to all tools, vehicles, or other equipment you provide, all fees, fines, licenses, bonds, or taxes required of or imposed against you, and all of your other costs of doing business.

11.5 Grant of Rights.

(a) Waffle is and will be the sole and exclusive owner in perpetuity throughout the universe of all right, title, and interest in and to the Missions Submissions, including all copyrights and other intellectual property rights therein (including all extensions and renewals thereof, all reversion rights therein, and the right to register and sue to enforce such copyrights against alleged and actual infringers) and all exploitation and allied, ancillary, and subsidiary rights therein (including the right to exploit the Missions Submissions, in perpetuity, throughout the universe, in any and all media and by any and all technologies and means of delivery whether now or hereafter known or devised). You hereby irrevocably and unconditionally: (i) assign, transfer, and otherwise convey to Waffle, on a perpetual basis, throughout the universe, all right, title, and interest in and to all Mission Submissions, including all copyrights and other intellectual property rights therein and all exploitation and allied, ancillary, and subsidiary rights therein; and (ii) waive any and all claims you may now or hereafter have in any jurisdiction to so-called "moral rights" or droit moral with respect to such Mission Submission.

(b) To the extent that you cannot assign, in whole or in part, all right, title and interest in and to any particular Mission Submission, you hereby grant to Waffle and its affiliates, and each of their respective direct

and indirect licensees, successors, and assigns, a perpetual, irrevocable, freely transferable and sublicensable, fully paid-up and royalty-free exclusive right and license to use such Mission Submission, including all copyrights and other intellectual property rights therein (including all extensions and renewals thereof, all reversion rights therein, and the right to register and sue to enforce such copyrights against alleged and actual infringers) and all exploitation and allied, ancillary, and subsidiary rights therein (including the right to exploit such Mission Submission, in perpetuity, throughout the universe, in any and all media and by any and all technologies and means of delivery whether now or hereafter known or devised). For purposes of clarity and without limiting the foregoing, you agree that the foregoing grant includes the rights: (a) to modify, edit, combine with other materials, translate, include in collective works, and create derivative works of such Mission Submission (collectively, "**Adapt**," "**Adapted**," and "**Adaptation**" have correlative meanings); and (b) to reproduce, perform (publicly or otherwise), display (publicly or otherwise), and transmit such Mission Submission, in whole or in part, and as provided by you unmodified or Adapted.

(c) You hereby grant to Waffle and its affiliates, and each of their respective direct and indirect successors, licensees, and assigns, the perpetual, irrevocable, worldwide right to use your name, image, likeness, and biographical and professional information, including information you provide to Waffle and any other information about you that is publicly available (collectively, "**Likeness**"), in connection with the Mission Submissions (and as incorporated into the Mission Submissions), including in any product or service that features or includes any Mission Submission and any Adaptation, in whole or in part, as provided by you unmodified or as Adapted, in any and all media and by any and all technologies and means of delivery whether now or hereafter known or devised, without further consent from or any royalty, payment, or other compensation due to you. PLEASE NOTE THAT CERTAIN MISSION SUBMISSIONS WILL REQUEST OR REQUIRE USE OF MISSION SUBMISSIONS FOR PURPOSES OF TRAINING ARTIFICIAL INTELLIGENCE ALGORITHMS AND MACHINE LEARNING MODELS ("**AI MODEL SUBMISSIONS**"). YOU WILL BE REQUIRED TO SEPARATELY OPT-IN AND ACKNOWLEDGE THE USE OF SUCH AI MODEL SUBMISSIONS FOR ARTIFICIAL INTELLIGENCE ALGORITHMS AND MACHINE LEARNING MODELS, AND ONCE YOU SUBMIT SUCH AN AI MODEL SUBMISSION, YOU ACKNOWLEDGE AND AGREE THAT THE FOREGOING LICENSE INCLUDES THE RIGHT FOR WAFFLE AND ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECT AND INDIRECT SUCCESSORS, LICENSEES, AND ASSIGNS, TO USE YOUR LIKENESS AND PERSONAL DATA FOR PURPOSES OF TRAINING, DEVELOPING, IMPROVING, AND/OR FINE-TUNING ARTIFICIAL INTELLIGENCE ALGORITHMS AND MACHINE LEARNING MODELS.

(d) Except for the rights, assignments, and licenses expressly set forth in these Terms, each party and its licensors shall retain the exclusive right, title and interest in and to its and their respective intellectual property rights and other proprietary rights, whether preexisting or otherwise, and any and all derivative works of the foregoing. Nothing in these Terms shall be construed as conferring any rights by implication, estoppel, or otherwise, under any intellectual property right or other proprietary right, other than the rights expressly granted in these Terms. Nothing herein shall constitute any obligation on us, our agents, assignees, licensees and others working for us or on our behalf to make any use of any of the rights set forth herein.

11.6 Independent Contractors. The parties understand and agree that Creator is an independent contractor and not an employee of Waffle or its affiliate(s). You are not entitled to participate in any benefit plans, arrangements, or distributions by Waffle pertaining to or in connection with any pension, stock, profit-sharing, or any other benefit extended to Waffle's employees. Nothing contained in these Terms will create any of the following types of relationships: employer and employee, principal and agent, partnership, joint venture, or any association or relationship whatsoever between the parties other than the relationship of independent contractors. Neither party will have any authority to supervise the employees, representatives, or subcontractors of the other party. While you may perform services, including substantially similar services, for others unless otherwise expressly described in these Terms, you agree that during your provision of Mission Submissions as a Creator, you will not perform any services for another party that will materially interfere with your ability to perform your obligations for us according to these Terms.

11.7 Contests and Promotions. We may also host contests and other promotions from time to time that give eligible Creators an opportunity to win prizes. The eligibility requirements, rules for participation and selection criteria for such contests and promotions ("**Contest Rules**") are further explained in detail on our

Promotions web page, available here [<https://www.wafflevideo.ai/promotions-legal>]. Contest Rules constitute Supplemental Terms under these Terms.

12. **GRID Program.**

12.1 **General.** As part of Waffle’s “Gathering Real-World Intelligence Data” Program (“**GRID Program**”), Creators may capture content to be submitted as part of Mission Submissions using certain compatible glasses, cameras, or other content capture equipment or devices provided by Waffle (“**Waffle Devices**”) or owned or controlled by Creators (“**Creator Devices**”, and together with Waffle Devices, the “**Capture Devices**”). By participating in the GRID Program, you understand and acknowledge that you will be using Capture Devices to capture certain content, and that Waffle will collect, use, and share such video, audio, and audiovisual recordings and other content captured by the Capture Devices (“**Device Content**”), including recordings of authorized work areas or other authorized capture environments (“**Authorized Capture Environments**”). Your participation in the GRID Program, whether or not through your employer (as described below), is subject to these Terms. All such Device Content are considered Mission Submissions hereunder and will be subject to the rights, assignments, licenses, and obligations with respect to Mission Submissions (and any Likeness therein). You are responsible for taking appropriate steps to protect and maintain your privacy and the privacy of others, including, without limitation, disabling the recording functionality while in restrooms, locker rooms, break rooms, off-duty areas, or while engaging in personal activities or viewing private materials (whether on paper, mobile devices, or other media). You agree that you will only capture Device Content in Authorized Capture Environments where recording is permitted and where any legally required notices, signage, or consents have been provided. You will not knowingly record individuals who have not provided legally required consent under applicable wiretapping, privacy, or data protection laws, or who have requested not to be recorded. You agree to immediately cease recording and promptly notify Waffle if Device Content is captured outside an Authorized Capture Environment or in violation of this Section.

12.2 You also agree to take reasonable care of any Waffle Devices assigned to you, including keeping them secure, handling them in accordance with any instructions provided by your employer or Waffle, as applicable, and promptly reporting any loss, theft, or damage. You agree to use the Waffle Devices provided through the Waffle GRID Program solely in Authorized Capture Environments, for purposes of creating Device Content as part of your Mission Submission(s), and you will not allow any other individual to use any assigned Waffle Devices. Notwithstanding anything contained in Contest Rules, any Mission Submission that constitutes Device Content is not eligible for Waffle tokens or other credit towards, or as part of, any contest or promotion that is based on the number of Mission Submissions submitted through the Service.

12.3 **Employer Program.** From time to time, Waffle may also contract with employers for the collection of certain content recorded by employees part of the GRID Program, and in such case you may be provided with Waffle Devices to capture such content. You also agree to take reasonable care of the Waffle Devices assigned to you, including keeping them secure, handling them in accordance with any instructions provided by your employer or Waffle, and promptly reporting any loss, theft, or damage. You will comply with all instructions and directions of your employer in the capture of Device Content and will be subject to all policies, procedures, and rules of conduct of your employer, including with respect to the Authorized Capture Environments, in connection with your participation in the GRID Program. You acknowledge and agree that, notwithstanding anything contained in these Terms, you will look to your employer for any compensation related to your participation in the Waffle GRID Program, and that Waffle is not responsible for providing payment to you for your participation in the Waffle GRID

Program, even though Waffle may facilitate such payment on behalf of your employer through our Payment Processor.

12.4 Assumption of Risk. Please review the hardware and software recommendations for use of a Capture Device in connection with the GRID Program. Before using a Capture Device, please read and follow all setup and operating instructions provided by the manufacturer of the Capture Device. **YOU MAY ONLY USE CAPTURE DEVICES IN AN AUTHORIZED CAPTURE ENVIRONMENT.** You understand that using Capture Devices while performing physical tasks or navigating dynamic environments creates inherent risks, including but not limited to: (a) visual distraction, obstruction, or reduced situational awareness; (b) snagging, entanglement, or interference with equipment, machinery, or other persons; (c) device heating or malfunction; and (d) physical strain or fatigue. You voluntarily assume all such risks, and all other hazards and dangers, known or unknown, that you may encounter or to which you may be exposed with full knowledge, appreciation and understanding of the dangers and personal risks associated with your participation in the GRID Program, including, but not limited to, illness, serious personal injury, death, and/or property damage. You acknowledge that you alone are responsible for maintaining accident and health insurance, including medical and dental insurance, to cover any bodily injury to you, any insurance to cover your short-term or long-term disability from any injury, and insurance to cover your death, which may result from your participation in the GRID Program. You acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury you sustain in connection with participation in the GRID Program, such assistance shall be at your own expense. You agree to assess your surroundings continuously and to cease use of the Capture Device immediately if you feel it compromises your safety or the safety of others. Waffle is not liable for any injury, accident, property damage, or other loss resulting from your use of the Capture Device, regardless of whether such Capture Device was provided by Waffle or a third party.

12.5 Use of Waffle Devices. If agreed to by you and Waffle, Waffle will deliver to you the agreed upon Waffle Devices, for use in the GRID Program. Such Waffle Devices are provided to you only for a specific period as designated by Waffle ("**Loan Period**"). Title to the Waffle Devices will at all times remain with Waffle. You will not pledge, hypothecate, sell, lease, transfer, assign or otherwise encumber the Waffle Devices, nor allow any liens or security interests or other rights in the Waffle Devices to be filed, registered, perfected, or granted in any way without prior written consent of Waffle, at its sole discretion. You may use the Waffle Devices solely for purposes of the GRID Program, and may not use the Waffle Devices for any other purposes or to record any unlawful or obscene content. Without limiting the foregoing, the Waffle Devices will be operated only within an Authorized Capture Environment as designated by Waffle in writing. You shall not permit any person or entity to use the Waffle Devices. Upon the termination or completion of the Program or conclusion of the Loan Period, the Waffle Devices will be returned to Waffle, at Waffle's cost, to an address specified by Waffle, which Waffle Devices shall be in as good, safe and reliable operating condition, repair and appearance as it was when delivered to you hereunder, ordinary, and reasonable wear and tear excepted. Waffle will be responsible for ordinary repairs, maintenance to, or replacement of the Waffle Devices for the Loan Period (other than to the extent such repairs, maintenance or replacement are caused by your negligence or misconduct, or your failure to comply with any of the terms herein. If we do not receive the Waffle Devices within ten (10) business days of the end of the Loan Period, Waffle will have the right to invoice you for the amount of such Waffle Device(s) and you will pay such invoice within ten (10) days of the issuance date. Waffle has the right to offset any amounts owed to you against amounts owed for lost, damaged (beyond ordinary wear and tear or caused by your negligence or misconduct), or unreturned Waffle Devices.

13. Additional Terms for Apps

13.1 General. To use any App, you must have a mobile device that is compatible with such App. Waffle does not warrant that any App will be compatible with your mobile device. You may use mobile data in connection with an App and may incur additional charges from your wireless provider in connection with such App. You understand and acknowledge that you are solely responsible for any such charges. We hereby grant you a non-exclusive, limited, non-transferable, and freely revocable license to use a compiled code copy of the App(s) under your User Account on one (1) or more mobile devices owned or controlled solely by you (except to the extent Apple or Google permits any shared access and/or use of the iOS App or Android App (as each of those terms is defined below), respectively), solely in accordance with these Terms. The foregoing license grant is not a sale of any App or of any copy thereof. You may not: (a) modify, disassemble, decompile, or reverse engineer any App, except to the extent that such restriction is expressly prohibited by Applicable Law; (b) rent, lease, loan, resell, sublicense, distribute, or otherwise transfer any App to any third party, or use any App to provide time sharing or similar services for any third party; (c) make any copies of any App; (d) remove, circumvent, disable, damage, or otherwise interfere with security-related features of any App, features that prevent or restrict use or copying of any content accessible through any App, or features that enforce limitations on use of the Apps; or (e) delete the copyright or other proprietary rights notices on any App. You acknowledge that we may, from time to time, issue upgraded versions of the Apps, and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and you understand and acknowledge that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated into an App is covered by the applicable open source or third-party license, if any, authorizing use of such code. We or our third-party partners or suppliers retain all right, title, and interest in and to the Apps (and any copies thereof). Any attempt by you to transfer or delegate any of the rights, duties, or obligations hereunder, except as expressly provided for in these Terms, is void. We reserve all rights not expressly granted under these Terms.

13.2 iOS App. This Section 13.2 (iOS App) applies to any App you acquire from the Apple App Store (such App, “**iOS App**”). You and Waffle understand and acknowledge that these Terms are solely between you and Waffle, not Apple, Inc. (“**Apple**”), and that Apple has no responsibility for the iOS App or content thereof. Your access to and use of the iOS App must comply with the usage rules set forth in Apple’s then-current [Apple Media Services Terms and Conditions](#) and with the applicable [Volume Content Terms](#). You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iOS App. In the event of any failure of the iOS App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the iOS App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be governed solely by these Terms and any law applicable to Waffle as provider of the iOS App. You and Waffle acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iOS App or your possession and/or use of the iOS App, including, but not limited to: (a) product liability claims; (b) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. You acknowledge that, in the event of any third-party claim that the iOS App, or your possession and use of that iOS App, infringes that third party’s intellectual property rights, Waffle, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim, to the extent required by these Terms. You and Waffle acknowledge and agree that Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms as relates to your license of the iOS App, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the iOS App against you as a third-party beneficiary thereof.

13.3 Android App. The following applies to any App you acquire from the Google Play Store (such App, “**Android App**”): (a) you acknowledge that these Terms are between you and Waffle only, and not Google LLC or any affiliate thereof (collectively, “**Google**”); (b) your access to and use of the Android App must comply with Google’s then-current [Google Play Terms of Service](#); (c) Google is only a provider of the Google Play Store where you

obtained the Android App; (d) Waffle, and not Google, is solely responsible for the Android App; (e) Google has no obligation or liability to you with respect to the Android App or these Terms; and (f) you understand and acknowledge that Google is a third-party beneficiary to these Terms as they relate to the Android App.

14. **Your Use of Third-Party Services**

THE SERVICE MAY CONTAIN LINKS TO THIRD-PARTY SITES, MATERIALS, AND/OR SERVICES (COLLECTIVELY, “**THIRD-PARTY SERVICES**”) THAT ARE NOT OWNED OR CONTROLLED BY US, AND CERTAIN FUNCTIONALITIES OF THE SERVICE MAY REQUIRE YOUR USE OF THIRD-PARTY SERVICES. IF YOU USE A THIRD-PARTY SERVICE IN CONNECTION WITH THE SERVICE, YOU ARE SUBJECT TO AND AGREE TO, AND MUST COMPLY WITH, THE THIRD PARTY’S TERMS AND CONDITIONS MADE AVAILABLE VIA, OR AGREED IN CONNECTION WITH, ITS SERVICES. WE DO NOT ENDORSE OR ASSUME ANY RESPONSIBILITY FOR ANY THIRD-PARTY SERVICES. IF YOU ACCESS A THIRD-PARTY SERVICE FROM THE SERVICE OR SHARE YOUR USER CONTENT OR OUTPUT ON OR THROUGH ANY THIRD-PARTY SERVICE, YOU DO SO AT YOUR OWN RISK, AND YOU UNDERSTAND THAT THESE TERMS AND OUR PRIVACY NOTICE DO NOT APPLY TO YOUR USE OF ANY THIRD-PARTY SERVICE. YOU EXPRESSLY RELIEVE US FROM ANY AND ALL LIABILITY ARISING FROM YOUR ACCESS TO AND/OR USE OF ANY THIRD-PARTY SERVICE. ADDITIONALLY, YOUR DEALINGS WITH, OR PARTICIPATION IN PROMOTIONS OF, ADVERTISERS FOUND ON THE SERVICE, INCLUDING AS RELATES TO PAYMENT AND DELIVERY OF GOODS, AND ANY OTHER TERMS (SUCH AS WARRANTIES) ARE SOLELY BETWEEN YOU AND SUCH ADVERTISERS. YOU UNDERSTAND AND ACKNOWLEDGE THAT WE WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY SORT RELATING TO YOUR DEALINGS WITH SUCH ADVERTISERS.

15. **Release**

You hereby release us from all claims, damages (whether direct, indirect, incidental, consequential, or otherwise), obligations, losses, liabilities, costs, debts, and expenses, in each case of every kind and nature, known and unknown, arising out of a dispute between you and a third party (including any other User) in connection with the Service. In addition, you waive any Applicable Law that says, in substance: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE RELEASED PARTY.”

16. **Indemnity**

You will defend, indemnify, and hold us and our subsidiaries and affiliates, and our and their respective agents, suppliers, licensors, employees, contractors, officers, and directors (collectively, including Waffle, the “**Waffle Indemnitees**”) harmless from and against any and all claims, damages (whether direct, indirect, incidental, consequential, or otherwise), obligations, losses, liabilities, costs, debts, and expenses (including, but not limited to, legal fees) arising from: (a) your access to and/or use of the Service, including your use of Output or Mission Submissions; (b) your violation of any term of these Terms, including, without limitation, your breach of any of your representations and warranties set forth in these Terms; (c) your violation of any third-party right, including, without limitation, any privacy right or Intellectual Property Right; (d) your violation of any Applicable Law; (e) User Content, Mission Submissions, or any content that is submitted via your User Account, including, without limitation, any misleading, false, or inaccurate information; (f) your willful misconduct; (g) any third party’s access to and/or use of the Service with your username(s), password(s), or other authentication credential(s); or (h) any dispute between you and other Creators with respect to any Creator Compensation paid by Waffle and owed to you or such other Creators pursuant to a Mission Submission.

17. **No Professional Advice**

THE CONTENT PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICE IS DESIGNED TO PROVIDE PRACTICAL AND USEFUL INFORMATION ON THE SUBJECT MATTER(S) COVERED. WHILE SUCH CONTENT MAY CONCERN ISSUES RELATED TO PROFESSIONAL SERVICES, SUCH CONTENT IS NOT PROFESSIONAL SERVICES ADVICE. YOU SHOULD NOT ACT OR REFRAIN FROM ACTING ON THE BASIS OF ANY CONTENT THAT IS INCLUDED ON THE SITE(S) AND/OR THE

APPS(S) OR THAT IS OTHERWISE OBTAINED IN CONNECTION WITH THE SERVICE WITHOUT SEEKING THE ADVICE OF A PROFESSIONAL WHO IS LICENSED AND/OR QUALIFIED IN THE APPLICABLE SUBJECT MATTER(S). WE EXPRESSLY DISCLAIM ALL LIABILITY IN RESPECT OF ACTIONS TAKEN OR NOT TAKEN BASED ON ANY CONTENT OBTAINED IN CONNECTION WITH THE SERVICE.

18. **No Warranty; Disclaimers**

THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, THE INTELLECTUAL PROPERTY, THE OUTPUT AND ANY OTHER INFORMATION AVAILABLE ON OR THROUGH THE SERVICE ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NONE OF THE WAFFLE INDEMNITEES WARRANTS THAT ANY CONTENT OR ANY OTHER INFORMATION CONTAINED IN, OR AVAILABLE VIA, THE SERVICE IS ACCURATE, COMPREHENSIVE, RELIABLE, USEFUL, OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS SO OBTAINED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM(S) OR MOBILE DEVICE(S) AND/OR FOR LOSS OF DATA THAT RESULTS FROM SAME OR FROM YOUR ACCESS TO AND/OR USE OF THE SERVICE. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY APPLICABLE LAW.

FURTHER, WAFFLE DOES NOT WARRANT, ENDORSE, GUARANTEE, RECOMMEND, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND WAFFLE WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

UNITED STATES FEDERAL LAW AND SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF AND/OR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

19. **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANY WAFFLE INDEMNITEE BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE, THE OUTPUTS, OR ANY PORTION THEREOF. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE OR YOUR USER ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVERS RUNNING THE SERVICE AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE INCURRED AS A RESULT

OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (G) YOUR DATA, ANY USER CONTENT, OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

IN NO EVENT WILL ANY WAFFLE INDEMNITEE BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING THE GREATER OF (A) THE AMOUNT PAID OR PAYABLE TO YOU HEREUNDER DURING THE MOST RECENT TWELVE (12) MONTHS, OR (C) ONE HUNDRED U.S. DOLLARS (\$100.00). THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF AND/OR LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

20. **Governing Law, Arbitration, and Class Action/Jury Trial Waiver**

20.1 **Governing Law.** You agree that: (a) the Service will be deemed solely based in the State of California; and (b) the Service will be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. These Terms will be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law governing these Terms, the Federal Arbitration Act (9 U.S.C. §§ 1-16) (as it may be amended, “**FAA**”) governs the interpretation and enforcement of the Arbitration Agreement below and preempts all state laws (and laws of other jurisdictions) to the fullest extent permitted by Applicable Law. If the FAA is found to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue will be resolved under and governed by the law of the U.S. state where you live (if applicable) or the jurisdiction mutually agreed upon in writing by you and us. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Confidential Information, or Intellectual Property Rights, as set forth in the Arbitration Agreement below, including any provisional relief required to prevent irreparable harm. You agree that California is the proper and exclusive forum for any appeals of an arbitration award, or for trial court proceedings in the event that the Arbitration Agreement below is found to be unenforceable. These Terms were drafted in the English language and this English language version of the Terms is the original, governing instrument of the understanding between you and us. In the event of any conflict between the English version of these Terms and any translation, the English version will prevail.

20.2 **Arbitration Agreement**

(a) **General.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. This Arbitration Agreement applies to and governs any dispute, controversy, or claim between you and us that arises out of or relates to, directly or indirectly: (i) these Terms, including the formation, existence, breach, termination, enforcement, interpretation, validity, and enforceability thereof; (ii) access to or use of the Service, including receipt of any advertising or marketing communications; (iii) any transactions through, by, or using the Service; or (iv) any other aspect of your relationship or transactions with us, directly or indirectly, as a User or consumer (each, a “**Claim**,” and, collectively, “**Claims**”). This Arbitration Agreement will apply, without limitation, to all Claims that arose or were asserted before or after your consent to these Terms.

(b) Opting Out of Arbitration Agreement. If you are a new User, you can reject and opt out of this Arbitration Agreement within thirty (30) days of accepting these Terms by emailing us at support@wafflevideo.ai with your full, legal name and stating your intent to opt out of this Arbitration Agreement. Opting out of this Arbitration Agreement does not affect the binding nature of any other part of these Terms, including the provisions regarding controlling law or the courts in which any disputes must be brought.

(c) Dispute-Resolution Process. For any Claim, you will first contact us at support@wafflevideo.ai and attempt to resolve the Claim with us informally. In the unlikely event that we have not been able to resolve a Claim after sixty (60) days, we each agree to resolve such Claim exclusively through binding arbitration by JAMS before a single arbitrator (the “**Arbitrator**”), under the Optional Expedited Arbitration Procedures then in effect for JAMS (the “**Rules**”), except as provided herein. JAMS may be contacted at www.jamsadr.com, where the Rules are available. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement will control. The arbitration will be conducted in the U.S. county where you live (if applicable) or Los Angeles County, California, unless you and Waffle agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing and administrative fees and Arbitrator fees in accordance with the Rules, and the award rendered by the Arbitrator will include costs of arbitration, reasonable attorneys’ fees, and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the Arbitrator may include your costs of arbitration, your reasonable attorneys’ fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this would not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the Arbitrator may be entered in any court of competent jurisdiction. You and we agree that the Arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any disputes relating to the scope, interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator will also be responsible for determining all threshold arbitrability issues, including issues relating to whether these Terms are, or whether any provision of these Terms is, unconscionable or illusory, and any defense to arbitration, including waiver, delay, laches, unconscionability, and/or estoppel.

(d) Equitable Relief. NOTHING IN THIS ARBITRATION AGREEMENT WILL BE DEEMED AS PREVENTING US FROM SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF FROM THE COURTS AS NECESSARY TO PREVENT THE ACTUAL OR THREATENED INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF OUR DATA SECURITY, CONFIDENTIAL INFORMATION, OR INTELLECTUAL PROPERTY RIGHTS; OR PREVENTING YOU FROM ASSERTING CLAIMS IN A SMALL CLAIMS COURT, PROVIDED THAT YOUR CLAIMS QUALIFY AND SO LONG AS THE MATTER REMAINS IN SUCH COURT AND ADVANCES ON ONLY AN INDIVIDUAL (NON-CLASS, NON-COLLECTIVE, AND NON-REPRESENTATIVE) BASIS.

(e) Severability. If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, will be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, will have no impact on the remaining provisions of this Arbitration Agreement, which will remain in force, or on the parties’ ability to compel arbitration of any remaining Claims on an individual basis pursuant to this Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver below is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement will be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief will be stayed pending the outcome of any individual claims in arbitration.

20.3 Class Action/Jury Trial Waiver. BY ENTERING INTO THESE TERMS, YOU AND WAFFLE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER. THE FOREGOING APPLIES TO ALL USERS (BOTH NATURAL PERSONS AND ENTITIES), REGARDLESS OF WHETHER YOU HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES. THIS CLASS ACTION/JURY TRIAL WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S OR ENTITY'S CLAIMS. YOU AND WAFFLE AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER USERS.

21. Export Controls

You understand and acknowledge that the Service may be subject to export control laws and regulations. You will comply with all applicable import and export and re-export control and trade and economic sanctions laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), and the International Traffic in Arms Regulations maintained by the U.S. State Department. You represent and warrant that you are not, and that no person to whom you make the Service available or that is acting on your behalf, is (a) listed on the List of Specially Designated Nationals and Blocked Persons or on any other list of sanctioned, prohibited, or restricted parties administered by OFAC or by any other governmental entity, or (b) located in, a national or resident of, or a segment of the government of, any country or territory for which the United States maintains trade or economic sanctions or embargoes or that has been designated by the U.S. Government as a "terrorist supporting" region.

22. General Provisions

22.1 Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior express written consent, but may be assigned by us without restriction. Any attempted transfer or assignment in violation hereof will be null and void.

22.2 Notification Procedures and Changes to these Terms. We may provide notifications, whether such notifications are required by Applicable Law or are for marketing or other business-related purposes, to you via email notice or written or hard copy notice, or through posting of such notice on the Service, as we determine, in our sole discretion. We reserve the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification, as required under Applicable Law or as described in these Terms. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We may, in our sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to these Terms. These Terms apply to and govern your access to and use of the Service effective as of the start of your access to the Service, even if such access began before publication of these Terms. Your continued use of the Service after any change to these Terms constitutes your acceptance of the new Terms of Service. If you do not agree to any part of these Terms or to any future Terms of Service, do not access or use (or continue to access or use) the Service.

22.3 Entire Agreement; Severability. These Terms, together with any amendments and any additional agreements you may enter into with us in connection with the Service, will constitute the entire agreement between you and us concerning the Service. Any statements or comments made between you and any of our employees or representatives are expressly excluded from these Terms and will not apply to you or us, or to your access to or use of the Service. Except as otherwise stated in the Arbitration Agreement, if any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect.

22.4 **No Waiver.** No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or of any other term, and our failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.

22.5 **California Residents.** The provider of the Service is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting it in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

22.6 **Contact.** If you have any questions about these Terms and/or the Service, please contact us at support@wafflevideo.ai.