

INFLUENCER, INC. TERMS OF USE

1. Contractual Relationship

1.1 Application of Terms. These Terms of Use ("Terms") govern your access or use of the applications, websites, content, products, and services, including the Bobbi, social media assistant (the "Services," as more fully defined below in Section 3) by MOVES MEDIA VENTURES LLC and its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, "Influencer"). PLEASE READ THESE TERMS CAREFULLY, AS THEY FORM A CONTRACTUAL AND LEGAL AGREEMENT BETWEEN YOU AND Influencer. In these Terms, the words "including" and "include" mean "including, but not limited to."

1.2 Acceptance of Terms. By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Influencer may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

1.3 IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH Influencer ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

1.4 Amendment of Terms. Influencer may amend the Terms from time to time. Amendments will be effective upon the posting of such updated Terms at this location or in the amended policies or supplemental terms on the applicable Service(s) ("Effective Date"). Your continued access or use of the Services after such posting confirms your consent to be bound by the Terms, as amended. If Influencer changes these Terms after the date you first agreed to the Terms (or to any subsequent changes to these Terms), you may reject any such change by providing Influencer written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective Date" above. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o Influencer, Inc., 3370 Hidden Bay Drive, Suite 3211, FL 33180, or (b) by email from the email address associated with your Account to amplify@moves.ai. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to these Terms. By rejecting changes, you shall discontinue your use of the Service(s).

1.5 Privacy Policy. Influencer's collection and use of personal information in connection with the Services is described in Influencer's Privacy Policy located at www.moves.ai

2. Arbitration Agreement

2.1 Notice of Arbitration Provision. By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against Influencer on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against Influencer, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Influencer by someone else.

2.2 Agreement to Binding Arbitration Between You and Influencer. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

Any dispute or claim arising from or relating in any way to these Terms, and your use of the Services, will be resolved by binding arbitration, rather than in court, except that either party may assert claims in small claims court if the claims qualify. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award, on an individual basis, the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must interpret and apply the terms of these Terms just as a court would. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that You or we may bring suit in court to seek injunctive relief for infringement or other threatened or actual violation of intellectual property rights.

2.3 Rules and Governing Law. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules, except as modified by this Arbitration Agreement. The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879. The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the 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 shall also be responsible for determining all threshold issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel. These Terms shall be governed by, performed within, and interpreted in accordance with the laws of the State of Florida, excluding its choice of law provisions.

2.4 Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the State of Florida and will be selected by the parties from the AAA's roster of commercial dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

2.5 Location and Procedure. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in Miami, Florida, or at another mutually agreed location. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

2.6 Arbitrator's Decision. The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. The prevailing party in arbitration may be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

2.7 Changes. Notwithstanding the provisions in Sections 1.4 above, regarding consent to be bound by amendments to these Terms, if Influencer changes this Arbitration Agreement after the date you first agreed to the Terms (or to any subsequent changes to the Terms), you may reject any such change to this Arbitration Agreement by providing Influencer written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective Date" above. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, Jay Levy, Registered Agent, Influencer, Inc., 3370 Hidden Bay Drive, Suite 3211, Miami, FL 33180, or (b)

by email from the email address associated with your Account to: amplify@moves.ai In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and Influencer in accordance with the provisions of this Arbitration Agreement as of the later of either (i) the date you first agreed to the Terms (or to any subsequent changes to the Terms) or (ii) the date you agreed to any amendment to the Arbitration Agreement. Your failure to provide such effective notice of rejection within the 30-day period shall be deemed to be an acceptance by you of the change to the Arbitration Agreement.

2.8 Severability and Survival. If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (i) the unenforceable or unlawful provision shall be severed from these Terms; (ii) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. This provision shall survive the expiration or termination of these Terms.

3. The Services

3.1 Description. The Services comprise computer and mobile device applications and related services (each, an "Application"), which facilitate the organization, execution, and measurement of social media activities and the collaboration of teams in the development of social media influencers.

3.2 License. Subject to your compliance with these Terms, Influencer grants you a limited, personal, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your mobile device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services. Any rights not expressly granted herein are reserved by Influencer and Influencer's licensors.

3.3 Restrictions. You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Influencer; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks; or (vii) use the Services to store or transmit material which is infringing, libelous, defamatory, tortious, unlawful, or violates privacy rights or data security regulations.

3.4 Provision of the Services. You acknowledge that portions of the Services may be made available under Influencer's various brands and social media services including the Influencer application and brand currently referred to as "Influencer". You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of Influencer's subsidiaries and affiliates.

3.5 Third-Party Services and Content. The Services may be made available or accessed in connection with third party services and content (including advertising) that Influencer does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Influencer does not endorse such third-party services and content and in no event shall Influencer be responsible or liable for any products or services of such third-party providers. Additionally, Apple Inc. or Google, Inc., will be a third-party beneficiary to this contract if you access the

Services using Applications developed for Apple iOS or Android-powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service.

3.6 Ownership. The Services and all rights therein are and shall remain Influencer's property or the property of Influencer's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Influencer's company names, logos, product and service names, trademarks or services marks or those of Influencer's licensors.

4. Access and Use of the Services

4.1 User Accounts. There are two types of accounts. One type of account is for the end user and the other is for the . In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 16 years of age. Account registration requires you to submit to Influencer certain personal information, such as your name, address, mobile phone number, age, as well as at least one valid payment method supported by Influencer. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use some or all of the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Influencer in writing, you may only possess one Account.

4.2 User Requirements and Conduct.

4.2.1 Age Requirements; Other Restrictions. The Service is available for use by a general audience, and is not intended for use by those under the age of 16. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes. You may not in your access or use of the Services and Applications cause nuisance, annoyance, inconvenience, or property damage. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

4.2.2 Interaction with Third Parties Through the Services. You acknowledge and agree that Influencer makes no representations and warranties with respect to the quality, value, or availability of any services or merchandise purchased from third parties through the Services and Applications.

4.2.3 Your Disclosure Requirements. Under federal law, influencers have a legal obligation to clearly and conspicuously disclose their material connection to the products, services, brands and/or companies they promote in their social media feeds. You agree to comply with the Federal Trade Commission (FTC) Act and the guidance issued by the FTC in connection with such disclosures. For more information see <https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking>

4.3 Text Messages and Telephone Calls. You agree that Influencer may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with a Influencer account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services. You also understand that you may opt out of receiving text messages from Influencer at any time, either by texting the word "STOP" to %TEXT MESSAGE CODE% using the mobile device that is receiving the messages, or by If you do not choose to opt out, Influencer may contact you as outlined in its contacting amplify@moves.ai. Privacy Policy, located at www.moves.ai

4.4 Referrals and Promotional Codes. Influencer may, in its sole discretion, create referral and/or promotional codes ("Promo Codes") that may be redeemed for discounts on future Services and/or a third party's merchandise or services, or other features or benefits related to or accessed through the Services, subject to any additional terms that Influencer establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Influencer; (iii) may be disabled by Influencer at any time for any reason without liability to Influencer; (iv) may only be used pursuant to the specific terms that Influencer establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Influencer reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that Influencer determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of Influencer's Terms.

4.5 User Provided Content. Influencer may, in Influencer's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Influencer through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to Influencer, you grant Influencer a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Influencer's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Influencer the license to the User Content as set forth above; (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor Influencer's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; and (iii) the User Content shall not include any advertising or marketing of products or services which are prohibited for use or consumption of those under the age of 21.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Influencer in its sole discretion, whether or not such material may be protected by law. Influencer may, but shall not be obligated to, review, monitor, or remove User Content, at Influencer's sole discretion and at any time and for any reason, without notice to you.

4.6 Network Access and Devices. You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Influencer does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

5. Payment

You understand that use of the Services may result in charges to you. ("Subscription Fees"). Subscription Fees shall be paid by credit card or by bank ACH transfer. Influencer may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the

same or similar Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services. You may elect to cancel your use of the Services at any time, in which case you may be charged for the full month in which you cancel the Services.

You further understand that use of goods or services provided by third parties shall result in charges to you ("Service Provider Charges") and payment for Service Provider Charges shall be made in accordance with arrangements established between you and such third parties. As between you and Influencer, the provision of Service Provider Services and all Service Provider Charges and payments for Service Provider Charges are your responsibility. Service Provider Charges may be inclusive of applicable taxes where required by law. Service Provider Charges may include other applicable fees, and/or surcharges including sales tax and delivery charges. These charges may be imposed by the third parties in their sole discretion and Influencer has no control over such Service Provider Charges.

6. Disclaimers; Limitation of Liability; Indemnity.

6.1 DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." Influencer DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, Influencer MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES AND APPLICATION OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES AND APPLICATIONS, OR THAT THE SERVICES AND APPLICATIONS WILL BE UNINTERRUPTED OR ERROR-FREE. Influencer DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. FURTHER, Influencer MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING PAYMENT FOR ANY SERVICES OR GOODS REQUESTED THROUGH USE OF THE SERVICES AND APPLICATIONS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

6.2 LIMITATION OF LIABILITY.

Influencer SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF Influencer, EVEN IF Influencer HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Influencer SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES AND APPLICATIONS OR YOUR INABILITY TO ACCESS OR USE THE SERVICES AND APPLICATIONS ; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER, INCLUDING BUT NOT LIMITED TO THIRD PARTY PROVIDERS, EVEN IF Influencer HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Influencer SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND Influencer'S REASONABLE CONTROL. THE SERVICES AND APPLICATIONS MAY BE USED BY YOU TO REQUEST AND SCHEDULE SERVICES AND GOODS PROVIDED BY THIRD PARTY SERVICE PROVIDERS, BUT YOU AGREE THAT Influencer HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY OF THE FOREGOING SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, Influencer'S LIABILITY

SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON Influencer'S CHOICE OF LAW PROVISION SET FORTH BELOW.

6.3 Indemnity.

You agree to indemnify and hold Influencer and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of, attempt to use, or inability to use the Services, Applications or other services or goods obtained through your use of the Services and Applications; (ii) your breach or violation of any of these Terms; (iii) Influencer's use of your User Content; (iv) your violation of the rights of any third party, including third party providers; and (v) your use of, attempt to use, or inability to use the goods and services of, and arising from your relationship with, the the third party providers.

6.4 Basis of the Bargain; Failure of Essential Purpose.

You and Influencer acknowledge that Influencer has set its prices and entered into this Agreement in reliance upon the limitations of liability, the disclaimers of warranties and damages provisions set forth herein, and that the same form an essential basis of the bargain between You and Influencer. You and Influencer agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if any limited remedy is found to have failed of its essential purpose.

7. Other Provisions

7.1 Choice of Law.

These Terms are governed by, performed within, and construed in accordance with the laws of the State of Florida, U.S.A., without giving effect to any conflict of law principles, except as may be otherwise provided in the Arbitration Agreement above.

7.2 Claims of Copyright Infringement.

Claims of copyright infringement should be sent to Influencer's designated agent. Please visit Influencer's web page at www.moves.ai for the designated address and additional information.

7.3 Notice.

Influencer may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or telephone). You may give notice to Influencer, with such notice deemed given when received by Influencer, at any time by first class mail or pre-paid post to our registered agent for service of process, Jay Levy, Registered Agent, Influencer, Inc., 3370 Hidden Bay Drive, Suite 2211, Miami, FL 33180.

7.4 Entire Agreement. These Terms, inclusive of any amendments or additions thereto, constitutes the entire agreement and sets forth the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, covenants, arrangements and discussions with respect thereto.

7.5 Severability. If any provision of these Terms is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from these Terms, and all other provisions of these Terms shall remain in full force and effect.

7.6 General.

You may not assign these Terms without Influencer's prior written approval. Influencer may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Influencer's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Influencer

or any Services Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Influencer's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Influencer in writing. This provision shall not affect the Severability and Survivability section of the Arbitration Agreement of these Terms.

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