

Last Updated October 12, 2020

These Terms and Conditions ("Terms") are a legally binding contract and govern your access to, and use of, the sites, applications, tools and services, including, but not limited to, Lumanu.com or app.lumanu.com (collectively "Services") offered by LUMANU, INC, a Delaware corporation ("Lumanu", "we", "us" or "our"). By continuing on any of our websites, you agree to be bound by these terms and conditions. Please read the following carefully.

These Terms provide important information, including your agreement to grant us rights to your content, our limitation of liability, your waiver of any right to participate in a class action, and your agreement to resolve any disputes between you and Lumanu by binding individual arbitration. By using the Services, you agree to be bound by these Terms.

It is important that you carefully read and understand these Terms. If you do not agree to these Terms, you should not use the Services.

Using Lumanu's Services

We provide you with a variety of materials and capabilities through Lumanu's Services. In connection with your use of the Services, you may receive communications from us, such as service updates, news and announcements, administrative messages, and other issues related to your account. These communications are considered part of the use of the Services and you will not be able to opt out of receiving them. You also will automatically be subscribed to our mailing lists and newsletters. You can choose to unsubscribe from receiving these emails.

Additional Policies

When using particular Services, you are subject to any applicable guidelines, rules and/or additional terms and conditions that may be posted on

www.lumanu.com from time to time. All such additional terms are hereby incorporated by reference into these Terms. To the extent of any inconsistency between any provision of these Terms and any additional terms, the provision(s) of the applicable additional policy shall control.

Registration and Your Account

In order to access the Services, you may be required to provide information about yourself (such as identification or contact details) from time to time, including, but not limited to, as part of the registration process for the Services, or as part of your continued use of the Services. You may also be required to provide additional information to allow us to verify your identity or your account information. Any use by anyone under the age of 13 is prohibited.

You promise that any registration information you give to us will always be accurate, correct and up to date and that you will update your information with us to keep it accurate, correct and up to date. You are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services. Accordingly, you will be solely responsible to us for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you promise to notify us immediately.

In order to use certain functionality within the Services, you may be required to share sensitive information through your Facebook ad accounts (such as conversion files or customer lists). We promise to secure this information as described in "**Security**" below.

Changes to these Terms, the Services or Pricing

Lumanu reserves the right to update and change these Terms at any time, in our sole discretion. In addition, we may change or stop providing the Services

at any time. All new features that augment or enhance the current Services, including the release of new tools and resources, will be subject to these Terms.

All changes will take effect immediately across the Services when posted on www.lumanu.com. Continued use of the Services after any such changes shall constitute your consent to said changes to these Terms. However, any changes to the "**Governing Law**" and "**Agreement to Arbitrate**" sections below will not apply to any disputes for which the parties have actual notice on or before the date the change is posted through the Services.

Your Privacy

You acknowledge and agree that any personal information that you provide or that we collect in connection with the Services will be treated in the manner described in our Privacy Policy, which can be found at <https://www.lumanu.com/privacy-policy>. Our Privacy Policy is incorporated into these Terms.

Payment Information

A valid debit card, credit card, or bank account information is required to use some of our Services. If you connect your debit card, credit card, or bank account information to your account, we use this information to bill you for the Services, to invoice brand partners as your agent, and as described in our Privacy Policy. To the extent permitted by applicable law and subject to our Privacy Policy, you acknowledge and agree that we may use certain third-party payment processors.

By providing your debit card, credit card, or bank account information, you represent, warrant and covenant that: (i) you are legally authorized to provide such information, (ii) you are legally authorized to approve transactions with respect to such debit card, credit card, or bank account, and (iii) such actions

do not violate the terms and conditions applicable to your use of such debit card, credit card or bank account or applicable law.

Receiving Payments

Lumanu allows you to receive payments as a creator using our Services. By opting into such Services, you agree that Lumanu will receive such payments through the Services as your agent. By agreeing to receive such payments through our Services, you agree that a brand partner's payment obligation for services will be satisfied upon Lumanu's receipt of such payment. The amount of such payment will be a financial obligation to be paid to you by Lumanu.

If you'd like to let your brand partners know that you are using Lumanu to manage invoices and receive payments, we provide [sample language to insert into your brand partnership agreements](#).

When opting into receiving payments from Lumanu as a creator you expressly authorize our service provider, Dwolla, Inc. to originate credit transfers to your financial institution account. You authorize us to collect and share with Dwolla specific personal information which is limited to full name, email address and financial account information, and you are responsible for the accuracy and completeness of that data. Dwolla's Privacy Policy is available [here](#). You also agree to receive tax forms electronically per [Lumanu's Electronic tax form consent agreement](#).

Billing

You will be billed for every 30 days of service for agreed up SaaS fee plus SmartBoost charges if applicable. You may cancel our Service any time and you won't be charged again, but you are solely responsible for the charges already incurred. You are responsible for whatever charges have been incurred with respect to your account. Due to equality policy for our customers, no exceptions will be made.

Account Terms

You must be human. Lumanu accounts registered by bots and other automated methods are not permitted.

We have soft limits on all our plans and should we believe that you are abusing the service, we may temporarily suspend your account and will seek your cooperation in this regard.

We reserve the rights to accept or refuse to any potential client. We have the sole and absolute discretion to decide whether to allow you to register, renew, change plan, or use our Services. In addition, we reserve the right to terminate our relationship with you for any reason, including but not limited to a belief that you are using the Services for illegal purposes or in connection with activities that we determine could expose us to liability or be harmful to our or our reputation. When a buyer or seller issue arises, we may consider the user's performance history and the specific circumstances in applying our policies.

You agree not to resell, duplicate, reproduce, or exploit any part of the Service without the explicit written permission of Lumanu.

You may not use the service to transmit any viruses, worms, or malicious content.

Restrictions on Method of Access

You promise not to access (or attempt to access) any of the Services by any means other than through the interface(s) that are provided by us. Without limiting the generality of the foregoing, you specifically promise not to access (or attempt to access) any of the Services through any automated means (including use of scripts or crawlers) other than customary indexing of content by search engines. Similarly, you promise that you will not provide any third

party access to material on the Services (or facilitate their attempt to access) by any means other than through the interface that is provided by us.

Third Party Sites/Services

The Services includes links to other websites or services (including, but not limited to social networks advertisements and payment providers) solely as a convenience to you (“Linked Sites”). The inclusion of any Linked Site does not imply endorsement by Lumanu of any third party, third party websites or any association with the operators of such Linked Sites. You are responsible for viewing and abiding by the privacy statements and User Agreement/Terms posted at any third party or Linked Sites.

The information, products, materials and services on Linked Sites is not under the control of Lumanu and Lumanu does not provide or endorse any such Linked Sites or the information, products, materials or services contained on or available or accessible on or through any Linked Sites. Lumanu is not responsible if any Linked Site is not functioning properly. Lumanu makes no express or implied warranties with regard to the information, products, materials or services that are contained on or accessible through any Linked Sites. Access and use of any Linked Sites, including the information, products, materials and services on any Linked Sites or available through any Linked Sites, is solely at your own risk, and you acknowledge and agree that Lumanu is not responsible or liable, directly or indirectly, for any loss or damage caused or alleged to be caused by your use of any or dealings with any Linked Site or as the result of the presence of any advertisers on the Services or available through any third party platforms.

Your correspondence or business dealings with, or participation in promotions of any advertisers found on or through the Services, are solely between you and such advertiser. Any dealings with third parties, such as advertisers, included within the Services or available on or through any third party platform or participation in promotions involving the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations

associated with such third parties, are solely between you and that third party. Lumanu is neither responsible nor liable for any part of such dealings with any third parties, including any promotions.

What this really means: We make it easy to run media through partner accounts, and hence social platforms. We connect to the APIs of these platforms. If these 3rd party sites are not working properly we will do our best to help. But it's ultimately not our responsibility.

Copyright and Ownership

Lumanu or its suppliers own the intellectual property rights to any and all protectable components of the Service, including but not limited to the name of the Service, artwork and end-user interface elements contained within the Service, many of the individual features, and the related documentation. You may not copy, modify, adapt, reproduce, distribute, reverse engineer, decompile, or disassemble any aspect of the Service which Lumanu or its suppliers own.

When you provide content using the Services (directly or indirectly), you grant Lumanu a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to use, store, display, reproduce, re-post, modify, create derivative works, perform, and distribute your content, without any further consent, notice, or compensation to you, except as otherwise stated in these Terms, in connection with our provision, expansion, and promotion of the Services, in any media known now or developed in the future. To the fullest extent permitted under applicable law, you waive and release and covenant not to assert any moral or other rights that you may claim to have in any content posted or provided by you.

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under these Terms. You represent and warrant that such content is accurate.

You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with this User Agreement, does not and will not infringe any intellectual property rights of any third party. Lumanu takes no responsibility and assumes no liability for any content provided by you or any third party.

Copyright Policy/Intellectual Property Policy

We respect the intellectual property rights of others and expect users of the Services to do the same. We will respond to notices of alleged intellectual property infringement, including but not limited to copyright infringement, that comply with applicable law and are properly provided to us. If you believe that your content has been copied in a way that constitutes copyright infringement, please submit a claim by e-mailing us or by writing to us at the contact information provided below.

Security

We care about the security of our users. We promise to take commercially reasonable steps to preserve the confidentiality of your information (including hashing and/or never storing your sensitive data). While we work to protect the security of your content and account, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account.

Term, Termination and Cancellation

These Terms are effective from the date that you first access the Services or submit any information to Lumanu, whichever is earlier, and will remain effective until terminated in accordance with its terms, except for those terms that survive termination.

Lumanu may terminate or suspend your account at any time, in our sole and absolute discretion, with or without reason, for any or no reason. Upon termination, your right to use the Services will cease immediately. All disclaimers, limitations of liability, rights of ownership and licenses to Lumanu will survive any termination.

The account owner is the only person who can cancel an account. You are solely responsible for providing written communicating to cancel your account. Account cancellations typically take about 2-3 business days to be processed. Once your account is canceled, all your account information will be permanently deleted. You won't be charged again after your official cancellation date with the exception of outstanding payments owed related to SmartBoost or SaaS.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services or any part or portion thereof, with or without notice to you. You agree that we will not be liable to you or any third party for any modification, suspension, or discontinuance of the Services, or any part or portion thereof. Nothing in these Terms will be construed to obligate Lumanu to maintain or support the Services, or any part or portion thereof, during the term of these Terms.

Disclaimer of Warranties; Limitation of Liability

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services.

By using the Services you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive, or otherwise harmful or objectionable. We provide no guarantees regarding the content posted by other users or third parties.

THE SERVICES AND ALL INCLUDED CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, LUMANU EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

WE MAKE NO PROMISES WITH RESPECT TO, AND EXPRESSLY DISCLAIM ALL LIABILITY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR: (I) COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICES OR ANY CONTENT PROVIDED BY THE SERVICES (II) ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES; (III) THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT ANY CONTENT AND OTHER COMMUNICATIONS THROUGH THE SERVICES; AND (IV) WHETHER THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

You understand that Lumanu uses third party vendors and hosting partners to provide necessary hardware, software, information, networking, storage, and related technology to run the service.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LUMANU SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES. IN NO EVENT SHALL LUMANU'S AGGREGATE LIABILITY FOR

ALL CLAIMS RELATED TO THE SERVICES EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100.00) OR THE AMOUNTS PAID BY YOU TO LUMANU FOR THE PAST TWELVE MONTHS FOR THE SERVICES.

THE LIMITATIONS IN THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND WHETHER OR NOT LUMANU HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Indemnity

As a condition of your access to and use of the Services, you will indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, agents) harmless from any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including reasonable legal fees, made by any third party due to or arising out of your breach of these Terms, your improper use of our Services or your breach of any law or the rights of a third party.

General Conditions

If any provision of these Terms are held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

Lumanu may remove accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms.

Neither these Terms nor any right, obligation, or remedy hereunder is assignable, transferable, delegatable, or sublicensable by you except with our prior written consent, and any attempted assignment, transfer, delegation, or sublicense shall be null and void. In our sole discretion, we may assign these Terms, and in such event, we will post notice on www.lumanu.com.

Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

These Terms set forth the entire understanding between you and Lumanu as to the Service, and supersedes any prior agreements between you and Lumanu, INC (including, but not limited to, prior versions of these Terms).

Any questions regarding these Terms should be addressed to support@Lumanu.com

Agreement to Arbitrate

You and Lumanu each agree that any and all disputes or claims that have arisen, or may arise, between you and Lumanu (including any disputes or claims between you and a third-party agent of Lumanu) that relate in any way to or arise out of this or previous versions of the Terms, your use of or access to the Services, the actions of Lumanu or its agents, or any products or services sold, offered, or purchased through the Services shall be resolved exclusively through final and binding arbitration, rather than in court. Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act

governs the interpretation and enforcement of this Agreement to Arbitrate.

1. Arbitration Procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the terms of the User Agreement as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. The use of the word "arbitrator" in this provision shall not be construed to prohibit more than one arbitrator from presiding over an arbitration; rather, the AAA's rules will govern the number of arbitrators that may preside over an arbitration conducted under this Agreement to Arbitrate.

A party who intends to seek arbitration must first send to the other, by certified mail, a completed Notice of Dispute ("Notice"). The Notice to Lumanu should be sent to Lumanu Inc, 1528 Webster Street, Oakland, CA 94612. Lumanu will send any Notice to you to the physical address we have on file associated with your Lumanu account; it is your responsibility to keep your physical address up to date. All information called for in the Notice must be provided, including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and Lumanu are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or Lumanu may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's site at www.adr.org. In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. In the event Lumanu initiates an arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your Lumanu account. Any settlement offer made by you or Lumanu shall not be disclosed to the arbitrator.

The arbitration hearing shall be held in Oakland, California or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or Lumanu may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Lumanu subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or Lumanu may attend by telephone, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same Lumanu user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

2. Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, Lumanu will pay

all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by Lumanu should be submitted by mail to the AAA along with your Demand for Arbitration and Lumanu will make arrangements to pay all necessary fees directly to the AAA. If (a) you willfully fail to comply with the Notice of Dispute requirement discussed above, or (b) in the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Lumanu for all fees associated with the arbitration paid by Lumanu on your behalf that you otherwise would be obligated to pay under the AAA's rules. If an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

Governing Law

These Terms shall be governed by the laws of the State of California without regard to the principles of conflicts of law. You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of California for the purpose of resolving any dispute relating to your access to, or use of, the Services.

Notwithstanding anything herein, if we elect in our sole discretion to resolve any claim through arbitration, you must cooperate fully with and be bound by such arbitration, without further recourse of any kind.

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 them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.