

Affiliate Agreement

Social Media Torch Affiliate Agreement

This SOCIAL MEDIA TORCH CONTRACT (the "Agreement") constitutes a legally binding agreement between Social Media Torch LLC, a Texas LLC ("SMT") and you _____ ("You" or "Your"). BY SIGNING THE LAST PAGE, YOU ARE STATING THAT YOU HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AS PART OF YOUR REGISTRATION WITH SOCIAL MEDIA TORCH, YOU AGREE AND CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING ANY CHANGES TO THIS AGREEMENT OR ADDITIONAL POLICIES INCORPORATED BY REFERENCE WHICH SOCIAL MEDIA TORCH MAY MAKE IN ITS SOLE DISCRETION IN THE FUTURE, FOR AS LONG AS YOU USE SOCIAL MEDIA TORCH SERVICES.

Subject to the terms and conditions of this Agreement, Social Media Torch hereby grants to You a non-exclusive, revocable, right and license, without right to sublicense, to use Social Media Torch's proprietary online platform, including without limitation the website located at <http://www.socialmediatorch.com>, any services offered on or through such website, and any servers, computers or networks used to provide such website (the "Social Media Torch Services") for the purposes set forth in this Agreement. In the event You transfer Your account, as defined below, You shall ensure that any purchasers or assignees are bound by the terms of this Agreement.

In addition to any other rights or remedies afforded Social Media Torch under or otherwise in connection with this Agreement, You agree and acknowledge that You have read and agree to comply with the following policies which are hereby incorporated by reference into, and made a part of, this Agreement:

1. REGISTRATION

(a) You will be assigned an affiliate code to promote and market Social Media Torch Services. When you provide information during the registration process, You agree to provide only true, accurate, current, and complete information and to update it as necessary to maintain its truth and accuracy.

(b) Any login access you receive by Social Media Torch account, You agree to accept responsibility for all activities that occur under Your account or password, if any, and You agree You will not sell, transfer or assign Your subscription or any subscriber rights. You are responsible for maintaining the confidentiality of Your password, if any, and for restricting access to Your computer (or other Internet access device, as applicable) so that others may not access the password protected portion of Social Media Torch Services using Your account information in whole or in part. Social Media Torch reserves the right to terminate Your account or otherwise deny You access in its sole discretion without notice and without liability.

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2. PROMOTING PRODUCTS.

If You promote, market or otherwise advertise ("Promote" or a "Promotion") any product which is registered for sale via Social Media Torch Services, either by You or by another Social Media Torch client (each a "Product"), whether via Social Media Torch Services or via any other online or offline channel or medium, including for the purpose of earning a percentage of the sale price of any Product sold as a result of such Promotion ("Commissions"), You agree, acknowledge, represent and warrant that:

(a) You will abide by Social Media Torch's Return and Cancellation Policy and You will establish Your Social Media Torch Return Policy as set forth below.

(b) Social Media Torch's cancellation policy is that a client may cancel their services at anytime in writing via email to their point of contact within Social Media Torch's company. No verbal cancellation will be accepted.

(c) When You Promote a Product, You will use the applicable Social Media Torch's trademarks, logos, trade names or service marks in accordance with such Social Media Torch's trademark guidelines, which will either be supplied by Social Media Torch or set forth in the Social Media Torch Promotional Messaging Guidelines, if applicable.

(d) You will not make any unlicensed or unauthorized use of, or otherwise infringe, violate or misappropriate any patent, copyright, trademark, trade secret, right of privacy, right of publicity or other intellectual property or other proprietary right (collectively "IP Rights") of any entity or individual.

(e) You will not interfere with or manipulate rankings of Social Media Torch, tracking of Commissions, or the normal flow of traffic to, through, or from Social Media Torch's digital assets.

(f) You will not Promote violence, sexually explicit materials, Products from any website, blog, social network, forum or other medium that contain, host or promote illegal content or material, illegal activities, alcohol, tobacco or prescription drugs, discrimination based upon race, sex, religion, nationality, disability, sexual orientation or age.

(g) You will not Promote any Products or services to children under the age of thirteen (13).

(h) You will not defame any person.

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(i) You will not include any trademarks or other brand identifiers, or any copyrighted materials, other than as expressly permitted by this Agreement.

(j) You will not incorporate any variation of or misspell any third-party trademarks or other brand identifiers in any domain name, username or other identifier, including on any social networking site.

(k) You will not in any way copy the "look and feel" of any third party website, or otherwise imply that the Promotion is in fact a third party website.

(l) All communications and/or representations made by You in connection with any Promotions and/or in relation to any Product will be accurate and contain all disclosures and disclaimers necessary to prevent such Promotions from being false or deceptive. Such disclosures and disclaimers must be made in a clear and conspicuous manner, and will otherwise comply with all U.S. federal and state laws, including U.S. Federal Trade Commission ("FTC") regulations, policies and guidelines governing advertising, disclosure and consumer protection, including the FTC's Endorsement Guidelines.

(m) Social Media Torch reserves the right but is not obligated to review Your Promotions. You agree that Social Media Torch, in its sole discretion and at any time, may require changes to Product Promotion and delivery pages, customer support or other items related to the content of Your Promotions.

(n) You will provide valid contact information, including but not limited to a working email address and phone number, where Social Media Torch can send inquiries and receive a non-automated reply by end of the following business day.

(o) Social Media Torch does not independently review, verify, guarantee, or assume any responsibility or liability for, the accuracy, completeness, efficacy, or timeliness of any information provided by Social Media Torch, nor is it responsible for any bonuses, prizes or other incentives offered by Social Media Torch as described in this Agreement, or otherwise offered by Social Media Torch. Your use of any information presented by Social Media Torch is voluntary, and Your reliance is at Your sole risk. You acknowledge and understand that Social Media Torch does not verify statements, claims, incentives or Promotions made by Social Media Torch.

(p) You will comply with all applicable laws, rules and regulations, and will not interfere with any other user's business or use of Social Media Torch Services. Social Media Torch reserves the right to take any

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action against you for violating this provision, including account suspension and/or termination, in accordance with Section 4(c) hereof.

A. Service Details

Services will be rendered by SMT and the affiliate does not have any authority or privileges to the client information, services, or status.

A service is any service purchased via the website or through invoice where the affiliate code has been applied. This includes all service options and project requests through the website.

Know that SMT does not offer refunds for work done and SMT does reserve the right to not work with a person or business without giving the affiliate a detailed reason. If SMT decides that a person or business is not the right fit then the affiliate will be informed of the decline with a general reason.

3. SELLING PRODUCTS AND SERVICES.

If You register any Products for sale via Social Media Torch Services, You agree, acknowledge, represent and warrant that:

(a) All Products You register for sale via Social Media Torch Services, and the offering and sale thereof via Social Media Torch Services, comply with all of our country's laws, applicable U.S. federal and state laws, and regulations as products and services for within our services are only for businesses and people who operate within the United States.

(b) You will provide valid email addresses to Social Media Torch to send inquiries and receive a reply by end of the following business day. Purchasers and Social Media Torch must also be able to receive a non-automated response within one business day, when necessary.

(c) You will notify Social Media Torch of any regulatory or legal complaints, or threats of such complaints, that You receive in connection with or in relation to a Product within two business days of Your receipt of such complaint. You shall assist Social Media Torch, at Your sole cost and expense, in taking any necessary or appropriate actions reasonably requested by Social Media Torch to respond to and/or resolve such complaints.

(d) Social Media Torch will collect and remit state or local transfer taxes for any retail transaction (including but not limited to sales or use tax) where it believes it is legally required to do so. Where Social Media Torch does not collect and remit state or local transfer taxes on a transaction, You may

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have the legal obligation to pay such taxes. Such obligation may arise as a result of Your existing or past physical contacts with a state (including but not limited to Your provision of a "drop ship" delivery of the physical Product to a buyer located in a state). You may wish to consult a tax professional to determine if You will have this type of obligation in any particular state. You agree that if such an obligation arises with respect to any particular state, You will be solely responsible for the timely payment of such tax and any interest or penalties.

(e) You will comply with all applicable laws, rules and regulations.

4. AVAILABILITY OF SERVICES; SUSPENSION; TERMINATION.

You agree and acknowledge that:

(a) Subject to the terms and conditions of this Agreement and Social Media Torch's policies and procedures, Social Media Torch shall use commercially reasonable efforts to provide Social Media Torch Services in a manner that will not disrupt Your business. You acknowledge and agree that from time-to-time Social Media Torch Services may be inaccessible or inoperable for reasons including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that Social Media Torch may undertake from time to time; or (iii) causes beyond the reasonable control of Social Media Torch or that are reasonably unforeseeable by Social Media Torch, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that Social Media Torch is not liable for any periodic interruptions in availability of Social Media Torch Services and further acknowledge that Social Media Torch does not guarantee access to Social Media Torch Services on a continuous and uninterrupted basis.

(b) Social Media Torch may decline, delist or halt sales or Promotion of any Product from Social Media Torch, suspend funds, adjust Commissions based on performance, close an account, and/or suspend or terminate Social Media Torch Services at any time, in its sole discretion, without cause or notice to You or any penalty or liability for doing so.

(c) Social Media Torch, in its sole discretion, may suspend or terminate Your rights to use Social Media Torch Services and Social Media Torch may retain any or all funds (including future funds that may accrue) from previous sales made, if: (i) Social Media Torch suspects or has reason to believe and/or if a person otherwise claims that You have violated the law or breached any term of this Agreement; or (ii) Your account becomes dormant as defined in our Accounting Policy. Upon such termination, You agree to immediately cease all use of Social Media Torch Services and Social Media Torch intellectual property licensed in Section 6(b) of this Agreement. Without limiting the foregoing, Social Media Torch shall have

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the right to immediately terminate Your access and use of Social Media Torch Services, or any portion thereof in the event of any conduct which Social Media Torch, in its sole discretion, considers to be unacceptable.

(d) Following suspension or termination of an account pursuant to this Section 4, Social Media Torch will review Your account in a manner determined by Social Media Torch in its sole discretion. You agree to cooperate with this review if asked. If the review concludes that there is a reasonable basis to believe misconduct has occurred, You agree that Social Media Torch may retain funds in Your Social Media Torch account as liquidated damages and/or for the benefit of Social Media Torch or third parties affected by the misconduct. You acknowledge and agree that such liquidated damages: (a) are not a penalty, and (b) are reasonable and not disproportionate to such presumed damages to Social Media Torch.

(e) Social Media Torch may withhold any portion of the funds in Your Social Media Torch account if Social Media Torch, in its sole discretion, determines such action is necessary to secure payment for, performance of, and/or assurances regarding any liabilities, obligations, or indebtedness You may have incurred with Social Media Torch or any other Person.

5. EMAIL, TEXT MESSAGES AND TELEMARKETING.

(a) If You send, or cause to be sent any emails in connection with the direct or indirect Promotion or sale of any Product and/or Your use of Social Media Torch Services, then You agree, acknowledge, represent and warrant that all such Emails shall be in compliance with all applicable federal and state laws and regulations regarding the use of electronic messages, including without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM Act") and the Children's Online Privacy Protection Act ("COPPA") (Information on these laws can be found at <http://www.ftc.gov/spam/> and <http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>).

(b) You shall not directly or indirectly exploit documented or undocumented security holes on any client or server machine, or obtain email addresses via automated means or send any email to any address which was obtained via automated means or the use of spyware, viruses, or other means of bypassing system security or invading consumer privacy.

(c) You may not, directly or indirectly, send, initiate or procure the sending of any text message, or use or procure the use of any telemarketing activities, to Promote or sell Products, unless You have received prior written approval from Social Media Torch. If You receive such approval and You send, or cause to be sent, any text messages or use or procure telemarketing activities in connection with the direct or indirect Promotion or sale of any Product and/or Your use of Social Media Torch Services, then You

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represent and warrant that all such text messages or calls will be in full-compliance with all applicable federal and state laws and regulations that apply to sending electronic messages and using telemarketing activities, including without limitation regulations issued by the FTC, the Federal Communications Commission ("FCC"), the CAN-SPAM Act, the Telephone Consumer Protection Act ("TCPA") and state laws regarding anti-spam, text messages and Do-Not-Call Registries (Information on these laws can be found at <https://www.fcc.gov/sites/default/files/tcpa-rules.pdf>, <http://www.fcc.gov/guides/spam-unwanted-text-messages-and-email>, and <http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>).

(d) You may not, directly or indirectly, use any information collected in connection with an order (such as purchaser name, phone number, email address, postal address) for purposes other than processing and fulfilling the order or providing customer service. You may not use purchaser information to contact customers or share it with any third-party. Using customer information for any purpose not permitted by this agreement may result in termination of Your Agreement, in addition to any other legal actions or remedies Social Media Torch may have.

6. SOCIAL MEDIA TORCH'S IP RIGHTS.

(a) Except as set forth in Section 6(b) below, You may not use Social Media Torch's name, trademarks, service marks or any other IP Right of Social Media Torch in any manner whatsoever to suggest association or affiliation with or endorsement by Social Media Torch without the express prior written consent of Social Media Torch, which Social Media Torch may withhold at its sole discretion. Promotional use of images or reproductions of payment checks issued by Social Media Torch without the express, written consent of Social Media Torch is prohibited.

(b) Subject to the following terms and conditions, during the term of this Agreement Social Media Torch grants You a limited, revocable license to use Social Media Torch's name: (i) as a watermark, Internet search engine description, keyword, search term or seeding element with any Internet search engines or keyword-triggered advertising programs; (ii) in metatags or hidden text (iii) as a sub domain or second or third level domain name identifier; (iv) to identify Products or (v) in connection with Promotions.

Social Media Torch may revoke the foregoing license and/or provide restrictions upon Your use of Social Media Torch's name, including requiring the use of such disclaimers as Social Media Torch may provide, in connection with Your use of Social Media Torch's name, at anytime and for any reason in Social Media Torch's sole discretion.

Failure to comply with any restrictions imposed by Social Media Torch upon Your use of Social Media Torch's name or failure by You to immediately cease all use of Social Media Torch's name if so instructed by Social Media Torch shall constitute (1) a breach of the limited license set forth in this Section 6(b); and (2) a breach of this Agreement. In such case, Social Media Torch reserves the right to pursue any and all remedies available to it at law or in equity.

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You may not use or display Social Media Torch's name in any manner to disparage Social Media Torch or Social Media Torch Services.

(c) Notwithstanding the limited revocable license set forth in Section 6(b) above, as between the parties, Social Media Torch shall be and remain the sole owner of all right, title and interest in and to Social Media Torch Services (including, without limitation, all IP Rights therein) and any other IP Rights, materials or other properties owned, licensed or controlled by Social Media Torch, and You hereby assign to Social Media Torch all right, title and interest You may be deemed to have therein. All rights not specifically granted to You under this Agreement are expressly reserved by Social Media Torch.

7. CONFIDENTIALITY & NON-DISCLOSURE OBLIGATIONS.

(a) In connection with this Agreement, Social Media Torch may disclose to You and/or You may otherwise receive or have access to sensitive, confidential, and/or proprietary information of Social Media Torch (collectively, "Confidential Information"), including, but not limited to (a) the identities of other Social Media Torch or Affiliates of Social Media Torch (collectively, "Social Media Torch Clients"); (b) physical and data security information; (c) technical data; (d) Social Media Torch Marketplace statistics and sales data; and/or (e) know-how or business information relating to business processes, methods, or marketing strategies. Except as required to perform Your obligations under and in accordance with the terms of this Agreement, You shall not (i) disclose the Confidential Information to any Person, or (ii) use the Confidential Information (whether for Your own benefit or the benefit of any other Person), without the express prior written consent of Social Media Torch. You may not use any Confidential Information for the purpose of soliciting, or to permit others to solicit, Social Media Torch Clients to subscribe to any other services or promote the sale of any products which compete, either directly or indirectly, with Social Media Torch or Social Media Torch Services. You agree and acknowledge that Social Media Torch may be required to provide to governmental agencies or other third parties information in its possession regarding You or the business You conduct with Social Media Torch.

(b) Social Media Torch does not invite and cannot accept any ideas or information You consider to be confidential and/or proprietary. Except with respect to Your personally identifiable information as expressly provided for in the Social Media Torch Privacy Policy, any suggestions, submissions, comments, ideas, concepts, know-how, techniques material or feedback conveyed, offered or transmitted by You to Social Media Torch, or otherwise in connection with Social Media Torch Services, shall be deemed to be non-confidential and non-proprietary and Social Media Torch shall have no obligation of any kind, unless otherwise expressly agreed to in a writing executed by You and a duly authorized officer of Social Media Torch. You hereby grant to Social Media Torch and its licensees a worldwide, perpetual, non-exclusive, fully-paid, royalty-free, transferable right and license, with right to sublicense, to reproduce, publicly display, distribute, perform, transmit, edit, modify, create derivatives works of, publish, sell, commercially exploit, use, and disclose the Submissions for any purpose and in all

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forms and all media whether now known or to become known in the future. Social Media Torch shall have no obligation to compensate You for any such Submissions in any manner. You hereby represent and warrant that: (a) You own or otherwise have the right to grant the foregoing license to Social Media Torch with respect to Your Submissions; and (b) Your Submissions and any use thereof by Social Media Torch will not infringe or violate the rights of any Person. You are and shall remain solely responsible for the content of any Submissions You make and acknowledge that Social Media Torch is under no obligation to respond to or use any Submission You may provide.

8. REQUIRED PERMITS.

It is your sole responsibility to obtain and maintain all applicable licenses and permits required for the operation of Your business.

9. REPRESENTATIONS AND WARRANTIES.

You represent, acknowledge and warrant that:

(a) You, Your Products, and/or Your Promotions, as applicable, do not and will not, directly or indirectly: (i) violate the right of privacy or publicity of any Person; (ii) contain any libelous, obscene, indecent or otherwise unlawful material; (iii) infringe any IP Rights in any jurisdiction or otherwise contravene any rights of any Person; (iv) violate any laws, FTC rules, regulations, guidelines, or industry standards; or (v) violate Social Media Torch's Privacy Policy.

(b) You may not: (i) frame, copy or mirror any content forming part of Social Media Torch Services; (ii) reverse engineer Social Media Torch Services or otherwise attempt to derive its source materials; (iii) access Social Media Torch Services for the purpose of (A) building a competitive product or service, or (B) copy any features, functions or graphics of Social Media Torch Services; (iv) interfere with or disrupt Social Media Torch Services or any data contained therein; (v) attempt to gain unauthorized access to Social Media Torch Services, its related systems or networks; or (vi) use Social Media Torch Services for any unlawful purpose or in violation of the rights of any Person.

10. INDEMNIFICATION.

To the fullest extent permitted by Law, You agree that

Last updated October 1, 2021

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(a) In the event a third party makes any demand or complaint, or commences any action or files any claim whatsoever ("Claim") in connection with Your use of Social Media Torch Services, Your Products, and/or Your Promotions, You shall defend, indemnify and hold harmless Social Media Torch, its related parties and affiliates, and its officers, directors, employees, representatives, agents, licensors, attorneys, heirs, successors, and assignees (the "Social Media Torch Parties"), from and against any and all damages, liabilities, claims or costs (including the costs of investigation, defense, reasonable attorneys' fees and costs) ("Losses") incurred by any Social Media Torch Party as a result of such Claim, regardless of whether such Losses are direct, incidental, consequential, punitive or statutory.

(b) Upon receiving notice of a Claim for which Social Media Torch is entitled to indemnification by You, Social Media Torch shall provide You with written notification and the opportunity to assume sole control over the defense or settlement of the Claim and reasonable assistance to settle and/or defend the Claim at Your sole expense; provided, however, that (i) any settlement which would impose a non-monetary obligation on and/or admission or finding of liability or wrongdoing by Social Media Torch will require Social Media Torch's prior written consent; (ii) the failure to provide timely notice, control, or assistance shall not relieve You of Your indemnification obligations; and (iii) Social Media Torch may have its own counsel present at and participating in all proceedings or negotiations relating to a Claim, at Social Media Torch's own expense, unless You fail or refuse to secure legal counsel to defend any Claim in a timely manner, in which case You shall pay all expenses related to Social Media Torch's use of such counsel.

(c) In the event that Social Media Torch incurs costs, attorneys' fees or other expenses responding to any complaint other than a Claim, in connection with or in relation to Your Products or Promotions, including copyright infringement complaints under the DMCA, Social Media Torch reserves the right, in its sole discretion, to recover such costs and expenses by deducting a reasonable, commensurate amount from any monies owed to You by Social Media Torch up to a maximum of ten thousand dollars (\$10,000) per event. In the event that Social Media Torch incurs any Losses relating to Your violation of Social Media Torch's Email/Text Message/Telemarketing policy, as set forth in Section 5 above, Social Media Torch reserves the right, in its sole discretion, first to recover such Losses by deducting a reasonable, commensurate amount from any monies owed to You by Social Media Torch up to a maximum of twenty thousand dollars (\$20,000) per event. You understand and agree that the remedies set forth above are not exhaustive and that Social Media Torch retains all rights to indemnification described herein. You authorize Social Media Torch to make, and release Social Media Torch from any liability in connection with, any such deductions.

11. PAYMENT

(a) SMT will pay the Affiliate 10% of the amount paid by the clients tied to their affiliate code within one calendar month.

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(i) Funds paid by the clients must have cleared SMT's accounts.

(ii) Payments will be dispersed on the 5th of the following month.

(b) Affiliate will be provided with a list of paying clients via email upon request or available through the affiliate dashboard.

(c) Payment will be through direct deposit. If the funds are stopped by the Affiliate's bank then SMT will hold the funds for up to 60 days for redeposit. After 60 days the affiliate will forfeit their commissions until the affiliate has updated their banking information with SMT. Upon receiving the correct banking information SMT will restart commission deposits and this will not be backdated.

12. LIMITATIONS OF LIABILITY.

IN NO EVENT SHALL ANY SOCIAL MEDIA TORCH PARTY, OR ITS HEIRS, SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY (A) USE OF OR INABILITY TO USE SOCIAL MEDIA TORCH SERVICES, (B) PERSONAL INJURY, PROPERTY DAMAGE, OR LOSSES OF ANY KIND, RESULTING FROM YOUR ACCESS TO AND/OR USE OF SOCIAL MEDIA TORCH SERVICES, (C) UNAUTHORIZED ACCESS TO OR USE OF ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM SOCIAL MEDIA TORCH SERVICES, AND/OR (E) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH SOCIAL MEDIA TORCH SERVICES, WHETHER OR NOT SOCIAL MEDIA TORCH IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE MAXIMUM CUMULATIVE AND AGGREGATE LIABILITY OF SOCIAL MEDIA TORCH FOR ALL COSTS, LOSSES OR DAMAGES FROM CLAIMS ARISING UNDER OR RELATED IN ANY WAY TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNTS DUE AND PAYABLE BY SOCIAL MEDIA TORCH TO YOU UNDER THIS AGREEMENT FOR THE MONTH IMMEDIATELY PRECEDING THE DATE UPON WHICH SUCH DAMAGES ACCRUE. THE LIMITATION OF LIABILITY HEREIN IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN AND REFLECTS A FAIR ALLOCATION OF RISK. SOCIAL MEDIA TORCH SERVICES, AND ANY SERVICES OR INFORMATION OFFERED THROUGH SOCIAL MEDIA TORCH SERVICES, WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS AND YOU AGREE THAT THE LIMITATIONS OF LIABILITY AND DISCLAIMERS SPECIFIED HEREIN WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, IN SUCH JURISDICTIONS, YOU AGREE THAT THE LIABILITY OF SOCIAL MEDIA TORCH SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH JURISDICTION.

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13. DATA PROCESSING.

You agree to comply with all data protection laws and regulations, including the E.U.'s data protection regulation, the General Data Protection Regulation ("GDPR"). You agree not to market to persons subject to GDPR who have not consented to receive marketing communications.

Persons subject to GDPR are entitled to demand that you take certain actions with respect to their data, including, without limitation, that you delete it, correct it, or restrict processing of it. If you receive a data request from a person subject to GDPR, or if Social Media Torch receives any such request with respect to data you are processing, you agree to honor the request within 30 days. You agree to implement appropriate systems and processes to comply with this requirement.

If you receive any personal data from Social Media Torch or process personal data on Social Media Torch's behalf, you will: (1) implement appropriate technical and organizational measures to ensure the security of the data; (2) only process personal data for purposes approved by Social Media Torch; (3) cease processing such data upon request from Social Media Torch; (4) transfer such data only for purposes authorized by law, with prior notification to Social Media Torch, and only pursuant to an appropriate sub processing agreement; (5) indemnify Social Media Torch for any claim, expense, demand or cost related to your receipt or use of such data; and (6) upon request, provide Social Media Torch with information sufficient to demonstrate your compliance with this section, and allow Social Media Torch to audit your data practices if necessary in Social Media Torch's sole discretion.

14. NO GUARANTEE OF VALIDITY.

Social Media Torch does not endorse, approve, or certify any information provided on or through Social Media Torch Services, nor does it guarantee the accuracy, completeness, efficacy, timeliness, or correct sequencing of such information. Information provided on or through Social Media Torch Services may or may not be current as of the date of Your access, and Social Media Torch has no duty to update and maintain such information. Additionally, the information provided on or through Social Media Torch Services may be changed periodically without prior notice. All content provided on or through Social Media Torch Services is provided "AS IS." Use of such information is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness, efficacy, and timeliness.

15. NO PROFESSIONAL ADVICE.

Social Media Torch provides professional information (for example, financial or compliance) for informational purposes only, which should not be construed as legal or accounting advice. You should seek independent professional advice from a person who is licensed and/or knowledgeable in the applicable area before acting upon any information, fact or opinion provided on or through Social Media Torch Services. You understand that Social Media Torch employees, representatives, and/or agents do not provide advice pursuant to the authority of professional certifications or licenses and You will not

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treat information provided by our employees, representatives, and/or agents as such. You further understand that by receiving information, facts or opinions on or through Social Media Torch Services, You are not entering into a relationship with Social Media Torch or its employees, representatives and/or agents that entitles You to client privileges that may be associated with any professional certifications or licenses.

16. DISCLAIMER.

YOU ASSUME ALL RISK AND RESPONSIBILITY FOR YOUR DECISION TO USE SOCIAL MEDIA TORCH SERVICES. SOCIAL MEDIA TORCH SERVICES AND ALL RELATED SERVICES ARE OFFERED "AS IS" AND SOCIAL MEDIA TORCH DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER SOCIAL MEDIA TORCH NOR ITS RELATED PARTIES AND AFFILIATES ENDORSE OR ARE RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION, FACT OR OPINION PROVIDED ON OR THROUGH SOCIAL MEDIA TORCH SERVICES.

17. GENERAL TERMS AND CONDITIONS.

(a) Governing Law; Dispute Resolution, Attorneys' Fees. You agree that Texas law will govern this Agreement and that any action, suit, proceeding, or claim arising out of or related to this Agreement must be brought exclusively in federal or state courts located in McKinney, Texas. You hereby submit to the in person jurisdiction and venue of such courts and waive any objection based on inconvenient forum. You agree to indemnify Social Media Torch for all of its reasonable attorneys' fees and costs incurred as a result of any action, suit, proceeding or claim brought by You or Social Media Torch in which Social Media Torch is found to be the prevailing party. YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING UNDER OR IN RELATION TO THIS AGREEMENT. You and Social Media Torch agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class action or representative action.

(b) English is Governing Language. This Agreement is in English and all disputes between the parties shall be resolved in English. You understand and acknowledge that any foreign language services provided by Social Media Torch are for informational purposes only and it is Your obligation to obtain independent legal advice at Your own expense to ensure You understand the terms of this Agreement.

(c) Our Relationship. This Agreement does not create any relationship of principal and agent, partners, joint venturers, employer and employee, fiduciary or similar relationship between the parties. You are prohibited from making any promise, warranty or representation on behalf of Social Media Torch or obligating Social Media Torch in any way. You may not represent to any person that You are the agent of Social Media Torch, or are authorized to act on its behalf.

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(d) Assignment. Social Media Torch may freely assign or transfer any or all of the rights and obligations described in this Agreement. You may not assign this Agreement or any of Your rights and duties hereunder without the prior written consent of Social Media Torch. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(e) Severability. If any provision of this Agreement is determined by a court to be unenforceable or invalid, the validity of the remaining parts, terms or provisions shall not be affected by that determination, and such court shall substitute a provision that is legal and enforceable and is as close to the intentions underlying the original provision as possible.

(f) Publicity. You may not issue or make any publicity release (including press releases and advertising or solicitation materials) or other public statement: (i) relating to this Agreement; (ii) using Social Media Torch's name or referencing Social Media Torch Services; or (iii) suggesting or implying any endorsement by Social Media Torch of You and/or any Products without the prior written approval of Social Media Torch, which Social Media Torch may withhold in its sole discretion. You hereby authorize Social Media Torch to include your name, business name, and general information about your use of Social Media Torch Services in Social Media Torch's marketing and promotional materials.

(g) Entire Agreement; Amendment. This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. Social Media Torch reserves the right to amend this Agreement at any time. When Social Media Torch amends this Agreement, Social Media Torch shall make reasonable efforts to provide You with general, not specific, notice of such changes by posting a conspicuous announcement at <http://www.SocialMediaTorch.com/agreements> that such changes or amendments have occurred and identifying which particular provisions have changed. Such announcement shall be maintained for no less than 30 days following the effective date of such amendment. Your continued use of Social Media Torch Services, following the posting of such amendment will signify and be deemed Your assent to and acceptance of the revised Agreement. You agree that You have the burden to review periodically <http://www.SocialMediaTorch.com/agreements> to inform Yourself of any such changes.

(h) Waiver. The waiver or failure by Social Media Torch to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of Social Media Torch set forth in this Agreement are cumulative and are in addition to any rights or remedies Social Media Torch may otherwise have at law or equity, except with respect to any sole and exclusive remedies expressly provided for herein.

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(i) Equitable Actions. You acknowledge and agree that any breach or threatened breach of this Agreement may cause immediate and irreparable harm to Social Media Torch which would not be adequately compensated by monetary damages and that Social Media Torch may seek injunctive relief, specific performance, and/or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond or other security. Notwithstanding any other provision of this Agreement, any such relief may be sought in the state or federal courts of the State of Texas or any other court of competent jurisdiction anywhere in the United States of America (at Social Media Torch's sole discretion), and, You hereby consent to the jurisdiction of any such court and waive any objection to venue laid therein. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

(j) Force Majeure. You nor Social Media Torch shall be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war and terrorism, embargoes, boycotts, changes in governmental regulations, epidemics, fire, communication line failures, power failures, earthquakes, other disasters or any other reason where failure to perform is beyond the control of, and not caused by, the non-performing party.

(k) Notices. Any notice, request, approval, authorization, consent, demand or other communication required or permitted pursuant to this Agreement shall be in writing and shall be deemed given on the earliest of: (i) actual receipt, irrespective of the method of delivery; (ii) the time of transmission from Social Media Torch if sent via email, as date stamped by Social Media Torch's systems; (iii) on the delivery day following dispatch if sent by express mail (or similar next day air courier service); or (iv) on the sixth (6th) day after mailing by registered or certified United States mail, return receipt requested, postage prepaid and addressed to the last address provided by a party.

(l) Headings/Interpretation. The section headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(m) Survival. Sections 2, 4, 5, 6, 7, 9, 10, 12, 13, 14, 15, 16, and 17 shall survive termination of this Agreement.

This agreement shall be construed under the laws of Texas. Any disputes arising under this agreement shall be filed in Collin County, Texas.

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Last updated October 1, 2021