

Terms of Use for Brands/Agencies

The following terms of use (the "Terms of Use") govern your access to and usage of (1) Big Spaghetti LLC's website, located at <http://www.app.bigspaghetti.com> (the "Website"), (2) Big Spaghetti online platform helping brands/agencies work with people offering to create digital content (each, an "Influencer") and Brands, and (3) all other services provided by Big Spaghetti, as described on the Website (collectively, the "Platform"). These Terms of Use form an agreement between Big Spaghetti LLC ("Big Spaghetti", "us", "we", "our") and you. The term "you," "your," or "user" refers to the person or entity visiting the Platform, or communicating with talent or their representatives (each one being an "Influencer") for the purpose of creating digital content for you (a "Campaign"). By accessing and using (the term "use" when used herein in respect of the Platform shall mean access or use, and using shall have a corresponding meaning) the Platform, you accept and agree to be bound by and comply with these Terms of Use. If you do not accept and agree to be bound by these Terms of Use, please do not use or access the Platform. If you are accessing or using the Platform on behalf of another person or a business entity, you represent and warrant that you have the authority to bind such person or entity to these Terms of Use.

The Platform is provided (the "Permitted Use") to: (1) help you discover Campaign opportunities and Influencers, including price ranges, profiles, and Campaign descriptions (each, an "Influencer Profile"); (2) allow you to post information about yourself/business and to respond to Campaign opportunities; (3) review experiences working with Influencers; and (4) enable communication with Influencers with the goal of entering into a Campaign Agreement.

Changes to these Terms of Use and Platform

Except where prohibited by applicable law, Big Spaghetti LLC reserves the right to change these Terms of Use at any time. By continuing to use or access the Platform after any changes to these Terms of Use shows that you accept such changes. It is your responsibility to review these Terms of Use regularly.

Big Spaghetti LLC reserves the right to change any content, material, or information on or through the Platform (the "Content") at any time.

Use of the Platform

As a condition of your use of the Platform, you warrant that: (a) You are eighteen (18) years or older; (b) All information you submit is truthful and accurate, and that you agree to maintain the accuracy of such information; (c) Big Spaghetti LLC will use the information you provide in accordance with the terms of our Privacy Policy ("Privacy Policy"), which is integrated into and included as part of these Terms; (d) Big Spaghetti accounts are not transferable, assignable or

resalable under any circumstances; (e) you possess the legal authority to create a binding legal obligation; and (f) you shall use the Platform in accordance with these Terms of Use.

Big Spaghetti LLC reserves the right, at its sole discretion, to deny Platform or service access to anyone, at any time and for any reason, including, but not limited to, for violation of these Terms of Use. You agree to cease and desist from any such access or use immediately upon request by Big Spaghetti LLC.

User Account

You agree to keep your User ID secure and to not share your User ID with anyone else, and you shall not collect or harvest any personal data of any other user of Big Spaghetti, including account names.

If you commit fraud or falsify information in connection with your use of the Services or in connection with your Big Spaghetti Account or Subscriptions, your Account will be terminated immediately. We have the right to hold you liable for any and all damages that Big Spaghetti or our users may suffer, to pursue legal action through all available law enforcement authorities, and to notify your Internet Service Provider of any fraudulent or criminal activities associated with you or with your use of Big Spaghetti's Services.

Campaign Agreements with Influencers

If an Influencer agrees to work with you on a Campaign through the Platform, you may separately enter into an agreement with that Influencer on such terms and conditions as may be agreed to between you and that Influencer ("Campaign Agreement"). For example, the Campaign Agreement may contain (a) payment terms, (b) a description of the work that will be provided, and (c) any other terms and conditions as communicated between you and the Influencer through this Platform or otherwise. You understand that you are making an agreement with the Influencer, not Big Spaghetti LLC. Big Spaghetti LLC will be in no way responsible for the performance of either you or the Influencer under any Campaign Agreement. Big Spaghetti does not make any representations or warranties of any kind in respect of an Influencer or a Campaign Agreement. You also agree to act in good faith when negotiating and performing your obligations under each Campaign Agreement.

Further, you are responsible for any payments made as a result of the Campaign Agreement, so long as both parties have satisfied the obligations of the Campaign Agreement.

Big Spaghetti LLC is not your trustee or fiduciary in respect of any Campaign Agreements.

Reviews and Comments

By submitting content to the Platform or Big Spaghetti, you grant Big Spaghetti and its affiliates, a worldwide, nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and (b) use the name that you submit in connection with such Submission. You give Big Spaghetti the choice of providing attribution of your Submissions at our discretion, and that such submissions may be shared with Influencers and others using our Platform. You further grant Big Spaghetti the right to pursue at law any person or entity that violates your or Big Spaghetti's rights in the Submissions by a breach of these Terms of Use. You acknowledge and agree that Submissions are non-confidential and non-proprietary.

You are fully responsible for the content of your Submissions, specifically including, but not limited to, reviews posted to the Platform. You shall not post or transmit to or from the Platform: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy, or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to the Platform. You acknowledge that Big Spaghetti may exercise its rights (e.g. use, publish, delete) to use any Submissions without any notice to you.

License Grants

Subject to these Terms of Use, Big Spaghetti grants you a personal, revocable, non-exclusive and non-transferable license during the Term to permit you to access and use the Platform in accordance with these Terms of Use.

Subject to these Terms of Use, you grant to Big Spaghetti a perpetual, transferrable, irrevocable, royalty-free, fully paid-up, worldwide and fully sublicensable license to access, collect, store and use any data, information, records and files that (1) you load, transmit to or enter into the Platform, or (2) we collect from your local computer system or from third-parties with your permission, and (in each case) including all results from processing such data, including compilations, and derivative works thereof solely for the purpose of: (A) providing the Platform Services, (B) complying with applicable law, and (C) Big Spaghetti's reasonable audit and data retention policies.

Ownership

All Content, including (without limitation) all designs, infrastructure graphics, pictures, illustrations, software, artwork, video, music, sound, names, words, titles, phrases, logos and

marks displayed on the Platform, are owned or licensed by Big Spaghetti and are protected by copyright, trade-mark and other intellectual property laws.

Big Spaghetti expressly reserves all rights in the Platform and all materials provided by Big Spaghetti in connection with these Terms of Use that are not specifically granted to you. You acknowledge that all right, title and interest in the Platform, all materials provided by Big Spaghetti in connection with these Terms of Use (including the Content), and any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Big Spaghetti (or third party suppliers, if applicable), and that the Platform and all materials provided by Big Spaghetti hereunder are licensed and not "sold" to you.

Privacy Policy

Please click [here](#) to review our current Privacy Policy.

No Unlawful or Prohibited Use

You shall not, without Big Spaghetti's prior written permission, use the Platform and the Content for purposes other than the Permitted Use. Without limiting the generality of the foregoing, you shall not, and shall not permit anyone else to: (a) "frame", "mirror" or otherwise incorporate the Platform or the Content or any part thereof on any commercial or non-commercial website; (b) access, monitor or copy any part of the Platform or the Content using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission; (c) violate the restrictions in any robot exclusion headers on the Content or the Platform or bypass or circumvent other measures employed to prevent or limit access to the Platform; (d) take any action that imposes, or may impose, in Big Spaghetti's discretion, an unreasonable or disproportionately large load on the Platform; (e) deep-link to any portion of the Platform for any purpose; (e) remove (or permit anyone else to remove) any watermarks, labels or other legal or proprietary notices included in any Campaign, the Platform or the Content; (f) modify or attempt to modify (or permit anyone else to modify or attempt to modify) the Platform or any Campaigns, including any modification for the purpose of disguising or changing any indications of the ownership or source of the Platform or a Campaign (g) use the Platform or any Campaign or Content as part of any service for sharing, lending or multi-person use, or for the purpose of any other institution, except as specifically permitted by an applicable Campaign Agreement and only in the exact manner specified and enabled by therein; (h) attempt to, assist, authorise or encourage others to circumvent, disable or defeat any of the security features or components, such as digital rights management software or encryption, that protect the Platform; (i) copy, reproduce, modify, distribute, transfer, sell, publish, broadcast, perform, transmit, publish, license or circulate in any form any part of the Platform or the Content; (j) create derivative works based on the Platform or the Content, in whole or in part, or to decompile, disassemble, reverse engineer or other exploit any part of the Platform or the Content; (k) use of access the Platform in a manner that violates the rights (including, but not

limited to intellectual property rights) of any third party; or (I) upload to or transmit through the Platform any information, images, text, data, media or other content that is offensive, hateful, obscene, defamatory or violates any laws, in each case as determined by Big Spaghetti in its sole discretion.

Clear and Prominent Disclosure in Campaigns of Material Connections Between Brand/Agency and Influencer

Campaigns are required to comply with the Federal Trade Commission's Endorsement Guides . In the event you engage an Influencer for a Campaign, you understand and agree that the Influencer must clearly and conspicuously disclose any material connection between you and the Influencer. Material connections include, but are not necessarily limited to anything of value, such as free use of products or services, you provide to an Influencer.

It is your responsibility to understand and abide by the requirement imposed by the FTC and to make sure that a clear and conspicuous disclosure is made by the Influencer each and every time you approve content publication for a Campaign.

If Big Spaghetti learns of Campaigns you initiate that do not, in our sole discretion, abide by the FTC endorsement disclosure guides, we may require you and the Influencer to add appropriate disclosures, and we may require the Influencer to suspend the Campaign until such disclosures are added. Repeated failure to include appropriate disclosures in Campaigns you initiate, or the failure to add disclosures upon request by Big Spaghetti, may result in termination of your account.

Third Party Websites

The Platform may provide links to third party websites. Big Spaghetti does not endorse the information contained on those web sites or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability or fitness for any purpose. The content in any linked web site is not under Big Spaghetti's control, and if you choose to access any such web site, you do so entirely at your own risk.

Viruses

The downloading and viewing of Content is done at your own risk. Big Spaghetti cannot and does not guarantee or warrant that the Platform or the Content are compatible with your computer system or that the Platform or the Content, or any links from the Platform or the Content, shall be free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer system, and you are responsible for the entire cost of any service, repairs or connections of and to your computer system that may be necessary as a result of your use of the Platform.

Communications Not Confidential

Big Spaghetti does not guarantee the confidentiality of any communications made by you through the Platform. Although Big Spaghetti generally adheres to the accepted industry practices in securing the transmission of data to, from and through the Platform, you understand, agree and acknowledge that Big Spaghetti cannot and does not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Platform or any Campaigns.

DISCLAIMER AND LIMITATION OF LIABILITY

THE PLATFORM AND THE CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. USE OF THE PLATFORM OR THE CONTENT IS AT YOUR OWN RISK. Big Spaghetti DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS ABOUT THE QUALITY, ACCURACY, RELIABILITY, COMPLETENESS, CURRENCY, OR TIMELINESS OF THE PLATFORM OR THE CONTENT. THE PLATFORM AND THE CONTENT MAY INCLUDE ERRORS, OMISSIONS AND INACCURACIES, INCLUDING, WITHOUT LIMITATION, PRICING ERRORS. Big Spaghetti DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR INACCURACIES IN THE PLATFORM OR THE CONTENT. IN ADDITION, Big Spaghetti EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY PRICING ERRORS ON THE PLATFORM.

BUSINESS AND CAMPAIGN REVIEWS DISPLAYED ON THE SITE ARE INTENDED AS ONLY GENERAL GUIDELINES, AND Big Spaghetti DOES NOT GUARANTEE THE ACCURACY OF THE REVIEWS. Big Spaghetti MAKES NO GUARANTEES ABOUT THE AVAILABILITY OF SPECIFIC BUSINESSES, CAMPAIGNS OR TYPES OF CAMPAIGNS.

TO THE FULLEST EXTENT PERMITTED BY LAW, Big Spaghetti DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE PLATFORM AND THE CONTENT WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR THAT THE PLATFORM OR THE CONTENT ARE OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. IN NO EVENT WILL Big Spaghetti BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES), WHETHER OR NOT Big Spaghetti IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE USE OF, OR THE

INABILITY TO MAKE USE OF, THE PLATFORM OR THE CONTENT OR ANY CAMPAIGN AGREEMENT.

BUSINESSES ENGAGING YOUR SERVICES THROUGH THE PLATFORM ARE INDEPENDENT ORGANIZATIONS AND NOT CONTRACTORS, AGENTS OR EMPLOYEES OF Big Spaghetti. Big Spaghetti IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY BUSINESSES OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM AND TAKES NO RESPONSIBILITY WHATSOEVER RELATED TO ANY CAMPAIGNS OR CAMPAIGN AGREEMENTS.

TO THE EXTENT THAT THE FOREGOING LIMITATION DOES NOT APPLY, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF Big Spaghetti IN CONNECTION WITH OR UNDER THESE TERMS OF USE, INCLUDING FROM A CAMPAIGN AGREEMENT, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE PLATFORM OR THE CONTENT, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO A CAMPAIGN AGREEMENT, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE PLATFORM OR THE CONTENT EXCEED TEN US DOLLARS (\$10) OR THE EQUIVALENT IN LOCAL CURRENCY. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS OF USE WILL NOT INCREASE THE MAXIMUM LIABILITY AMOUNT.

The limitation above reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose.

Indemnification

You shall defend, indemnify and hold harmless Big Spaghetti and all of its officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought in connection with or as a result of: (a) your breach of any of your warranties, representations or obligations under these Terms of Use or any documents referenced herein; (b) your violation of any law or the rights of a third party (including, without limitation, intellectual property rights); (c) your use of the Platform; (d) breach of or failure to perform under any Campaign Agreement by you or by any third party acting on your behalf or with your permission; or (d) the use of any media content created by you, Influencers or third parties in connection with a Campaign by you, Influencers or by any third party acting on your behalf or with your permission.

Geographic Application of the Platform

Not all of the Influencers, Campaigns and services described on the Platform are available in all jurisdictions. Furthermore, nothing on the Platform constitutes an offer or solicitation to buy or

sell any product or service to anyone in any jurisdiction in which such an offer or solicitation is prohibited by law.

Account and Subscription Billing

Big Spaghetti LLC is billed based on the cycle available to you at the time you create an account with Big Spaghetti. All monthly memberships will automatically renew immediately upon expiration. To keep your monthly subscription from automatically renewing, you must cancel your monthly membership at least one day before it expires. We reserve the right to change the cost Account or Subscription at anytime. You accept that it is your responsibility to check the current price either before your Account and or Subscription renews each month. You agree to be personally liable for any purchase(s) of credit(s) or expenditure(s) of credit(s) made using your account.

You hereby authorize Big Spaghetti, LLC, its successors, assigns and their credit card and other payment method processing agents to charge your credit card (which you hereby acknowledge was entered by you into the sign-up page) to pay for your prepay fee and/or all fees to the Site at the agreed upon rate or such rate as may be implemented from time to time. You further authorize the Platform to charge your credit card for any and all additional services or accounts or information provided by the Site. You agree to be personally liable for all charges incurred by you during or through the use of the Platform. Your liability for such charges shall continue after termination of your membership.

Unless and until you notify Big Spaghetti LLC that you wish to cancel or terminate your Account or Subscription to the Site, you hereby agree and authorize the Company and its designated agents, successors and assignees to automatically renew your Account and/or Subscriptions to the Site on a continuing monthly basis and to charge your credit card (or transact other approved payment methods and facilities) to pay for the ongoing cost of your Subscription. You hereby further authorize Big Spaghetti LLC or its successors, designated agents and assignees to charge your credit card (or other approved payment methods and facilities) for any and all Account and or Subscription access provided to you by the Site. You expressly agree that the authorization to charge your credit card herein is extended to authorize any of the Company's processing agents, successors in interest or any licensees of the Company to charge your credit card for membership access to the Site and information you access in connection with the Site in accordance with these Terms and Conditions during the period that any such party processes for the Company, sells access to, or operates the Site.

Billing/Subscription Errors

If you believe that you have been erroneously billed, please notify us immediately of such error at hello@bigspaghetti.com. If we do not hear from you within thirty (30) days after such billing error first appears on any account statement, such fee will be deemed acceptable by you for all purposes, including resolution of inquiries made by your credit card issuer. You release us from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to us

within thirty (30) days of its publication.

You hereby agree that any fraudulent reporting of a lost or stolen credit card used to obtain goods or services from the Platform or any fraudulent reporting of an unauthorized charge to the site on your credit card which has been made by you or anyone under your authority, at a time when a charge or other obligation for payment for your use of the Site remains outstanding, you shall be liable to the Company for liquidated damages of \$25,000.00. The liability for liquidated damages specified in this Paragraph shall not limit any other liability you may have for breach(es) of any other terms, conditions, promises and warranties set forth in this Agreement.

Entire Agreement, Waiver and Severability

Big Spaghetti's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provisions or right.

If any of the provisions contained in these Terms of Use are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein.

If any of the provisions contained in these Terms of Use conflict with the terms of another agreement between the parties (such as the terms of a Campaign Agreement in respect of a Campaign), then these Terms of Use shall prevail; provided that, if you are also a Influencer registered on the Platform, the terms of use applicable to Influencers will govern your relationship with Big Spaghetti in that respect.

Terms of Use for Influencers

The following terms of use (the "Terms of Use") govern your access to and use of (1) the Big Spaghetti website located at <https://app.bigspaghetti.com> (the "Website"), (2) the Big Spaghetti online platform facilitating the matching of Influencers and other users that represent an entity (each, a "Brand") interested in retaining an Influencer to create promotional online media content, and (3) all other services provided by Big Spaghetti, as described on the Website (collectively, the "Platform"). These Terms of Use form an agreement between Big Spaghetti LLC ("Big Spaghetti", "us", "we", "our") and you. The term "you" refers to the person or entity (including, but not limited to Influencers) visiting the Platform, browsing or otherwise using the Platform, or communicating with content Influencers or representatives of brands/agencies registered with Big Spaghetti for the purpose of creating promotional online media content for your products or services (each, a "Campaign"). By accessing and using (the term "use" when used herein in respect of the Platform shall mean access or use, and using shall have a corresponding meaning) the Platform, you accept and agree to be bound by and comply with these Terms of Use. If you do not accept and agree to be bound by these Terms of Use, please do not access or use the Platform. If you are accessing or using the Platform on behalf of

another person or a corporate entity, you represent and warrant that you have the authority to bind such person or entity to these Terms of Use.

The Platform is provided solely (the "Permitted Use") to: (1) assist you in gathering information about the various types of Campaigns available on the Platform, including profiles, price quotes, and other information (each, a "Campaign Profile"); (2) enable you to post information regarding yourself and your social media (each, an "Influencer Profile"); and (3) facilitate communication with Brands with the objective of entering into a Campaign Agreement.

Changes to these Terms of Use and Platform

Except where prohibited by applicable law, Big Spaghetti reserves the right to change these Terms of Use at any time. Your continued access to or use of the Platform after any changes to these Terms of Use indicates your acceptance of such changes. It is your responsibility to review these Terms of Use regularly.

Big Spaghetti reserves the right to change any information, material or content (including, but not limited to, price, features, availability of Campaigns, Campaign Profiles and types of Campaigns, and reviews of Campaigns and Brands) contained on or provided through the Platform (the "Content") at any time, and from time to time.

Use of the Platform

As a condition of your use of the Platform, you warrant that: (a) you have reached the age of majority in your jurisdiction of residence; (b) you possess the legal authority to create a binding legal obligation; (c) you shall use the Platform in accordance with these Terms of Use; and (d) all information supplied by you on the Platform is true, accurate, current and complete.

Big Spaghetti retains the right, at its sole discretion, to deny access to anyone to the Platform or the services it offers, at any time and for any reason, including, but not limited to, for violation of these Terms of Use. You shall cease and desist from any such access or use immediately upon request by Big Spaghetti.

License Grants

Subject to these Terms of Use, Big Spaghetti grants you a personal, revocable, non-exclusive and non-transferable license during the Term to permit you to access and use the Platform in accordance with these Terms of Use.

Subject to these Terms of Use, you grant to Big Spaghetti a perpetual, transferrable, irrevocable, royalty-free, fully paid-up, worldwide and fully sublicensable license to access, collect, store and use any data, information, records and files that (1) you load, transmit to or enter into the Platform, or (2) we collect from your local computer system or from third-parties

with your permission, and (in each case) including all results from processing such data, including compilations, and derivative works thereof solely for the purpose of: (A) providing the Platform Services, (B) complying with applicable law, and (C) Big Spaghetti's reasonable audit and data retention policies.

User Account

You will be required to successfully sign up for a user account (the "User Account") using the available interfaces at the Platform and be issued with a username and password login credentials by Big Spaghetti ("User ID") in order to use the Platform and communicate through the Platform. If you are issued with a User ID, you shall keep your User ID secure and shall not share your User ID with anyone else, and you shall not collect or harvest any personal data of any other user of Big Spaghetti, including account names. Big Spaghetti reserves the right to disable any User Account issued to you at any time in Big Spaghetti's sole discretion. If Big Spaghetti disables access to a User Account issued to you, you may be prevented from accessing Big Spaghetti, your account details or any Campaigns that are associated with your account.

Term and Termination

These Terms of Use shall commence on the day you first use the Platform and will continue into force until terminated by either party (the "Term"). Either party may terminate these Terms of Use as follows: (1) Big Spaghetti may terminate these Terms of Use at any time and with immediate effect by giving notice to you, at Big Spaghetti's discretion, by email (at your current email address on file with Big Spaghetti) or through the Platform; (2) you may terminate these Terms of Use at any time and with immediate effect by requesting (by email or through any then-available interfaces on the Platform) that your User Account be deleted, ceasing use of the Platform and uninstalling and removing all local software components thereof.

Campaign Agreements with Brands

If you choose to participate in a Campaign through the Platform, you may separately enter into an agreement with that Brand on such terms and conditions as may be agreed to between you and that Brand ("Campaign Agreement"). For example, the Campaign Agreement may contain (a) a description of the services that will be provided, (b) compensation terms, and (c) any other terms and conditions as communicated between you and the Brand through this Platform or otherwise. You understand that you are making an agreement with the Brand, and not Big Spaghetti, and that Big Spaghetti is not a party to and will be in no way responsible for the performance of either you or the Brand under any Campaign Agreement, except for facilitating the transmission of payment from the Brand to you on their instructions in accordance with these Terms of Use. Big Spaghetti does not make any representations or warranties of any kind in respect of a Brand or a Campaign Agreement. You also agree to act in good faith when negotiating and performing your obligations under each Campaign Agreement.

Reviews and Comments

By submitting content to the Platform or Big Spaghetti, including any Brand or Campaign reviews, questions, comments, suggestions, ideas or similar information (collectively, "Submissions"), you grant Big Spaghetti and its affiliates, a worldwide, nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and (b) use the name that you submit in connection with such Submission. You acknowledge that Big Spaghetti may choose to provide attribution of your Submissions (for example, listing your name and city on a review that you submit) at our discretion, and that such submissions may be shared with others using our Platform. You further grant Big Spaghetti the right to pursue at law any person or entity that violates your or Big Spaghetti's rights in the Submissions by a breach of these Terms of Use. You acknowledge and agree that Submissions are non-confidential and non-proprietary.

Big Spaghetti takes no responsibility and assumes no liability for any Submissions posted or submitted by you. Big Spaghetti has no obligation to post your Submissions and reserves the right, in its absolute discretion to determine which Submissions are published on the Platform. If you do not agree to these terms, please do not provide us with any Submissions.

You are fully responsible for the content of your Submissions, specifically including, but not limited to, reviews posted to the Platform. You shall not post or transmit to or from the Platform: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy, or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to the Platform. You acknowledge that Big Spaghetti may exercise its rights (e.g. use, publish, delete) to use any Submissions without any notice to you.

Ownership

All Content, including (without limitation) all designs, infrastructure graphics, pictures, illustrations, software, artwork, video, music, sound, names, words, titles, phrases, logos and marks displayed on the Platform, are owned or licensed by Big Spaghetti and are protected by copyright, trade-mark and other intellectual property laws.

Big Spaghetti expressly reserves all rights in the Platform and all materials provided by Big Spaghetti in connection with these Terms of Use that are not specifically granted to you. You

acknowledge that all right, title and interest in the Platform, all materials provided by Big Spaghetti in connection with these Terms of Use (including the Content), and any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Big Spaghetti (or third party suppliers, if applicable), and that the Platform and all materials provided by Big Spaghetti hereunder are licensed and not "sold" to you.

All contents of the Big Spaghetti website are: Copyright 2017 Big Spaghetti LLC

Privacy Policy

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