

Sponsr LLC's Terms of Service

Last Update: July 14, 2021

WELCOME TO SPONSR.COM.

The following terms of service (these "Terms of Service"), govern your access to and use of the Sponsr website, including any content, functionality and services offered on or through www.sponsr.com (the "Site") by Sponsr LLC. Sponsr LLC is referred hereto as "Sponsr" "we" or "us" and "you" or "User" means you as a user of the Site.

Please read the Terms of Service carefully before you start to use the Site. By using the Site, opening an account or clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree, on behalf of yourself, your child or legal dependent or on behalf of your employer or any other entity (if applicable), to be bound and abide by these Terms of Service. If you do not want to agree to these Terms of Service, then you must not register for, access or use the Site. For more detailed policies surrounding the activity and usage on the Site, please access the designated articles herein.

This Site is offered and available to Users who are 18 years of age or older. By using this Site, you represent and warrant that you are of such age or older. If you do not meet this requirement, you must not access or use the Site.

The original language of these Terms of Service, as well as all other texts throughout the Site, is English. In case of conflicts between the original English version and any translation, the English version shall prevail.

KEY TERMS

1. **Businesses** are users who purchase services on Sponsr on their own behalf or as an agent of any other Person.
2. **Campaign Page** is where an Influencer can describe their Campaign services and terms, and the Business can purchase the Campaign and create an order.
3. **Campaigns** are services offered on Sponsr.
4. **Campaign Page** is where Businesses and Influencers communicate with each other in connection with an ordered Campaign.
5. **Campaign Agreements** are the formal agreements between a Business and Influencer after a purchase was made from the Influencer's Campaign Page.
6. **Influencers** are users who sell, offer and perform services through Campaigns on Sponsr.

7. **Person(s)** are defined here as any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

BASICS OF RUNNING A CAMPAIGN

1. An Influencer can create an account on the Site through a Campaign Page, where they can provide descriptions, images, social media information and other items related to their status as a social media influencer and the kind of Campaigns that they would undertake.
2. A Business creates an account on the Site listing basic information about their business.
3. Businesses review specific Campaign Pages for Influencers providing Campaign services. Businesses can find Influencers via the Site's search tool or via messages sent by influencers reaching out to those Businesses
4. Once a Business identifies an Influencer to work with, it contacts the Influencer by posting a request on the Influencer's Campaign Page.
5. Official terms between the Influencer and Business are discussed in a messenger tool contained on the Site. Influencers and Businesses can select from suggested terms provided by Sponsr, negotiate price and add any custom terms, including about what the posts for a specific Campaign should contain.
6. Once such terms are agreed upon, the Influencer will create a Campaign Agreement using the tools provided by the Site. The Business will receive an email notice to review, confirm and approve the Campaign Agreement. Once approved, both parties are notified by Sponsr that the Campaign is active and shall receive a copy of the Campaign Agreement signed by both parties to keep for their records.
7. In advance of the performance of the Campaign, the Business shall deliver to Sponsr all related payments ("Campaign Payment") to be made by Business to Influencer under the Campaign Agreement. Sponsr shall hold such payments in escrow pending Sponsr's confirmation that the Influencer has performed the Campaign as agreed upon with the Business.
8. Sponsr is paid for its services through the site through a 5% upfront service fee added to the Campaign Payment. Upon completion of the Campaign by the Influencer, Sponsr is takes 20% of the Campaign Payment and forward's 80% of the remaining portion of the Campaign Payment to the Influencer. By way of example, if an Influencer charges \$100 for a Campaign, the Business forwards \$105 to Sponsr – a \$100 Campaign Payment plus

a \$5 upfront service fee. When the Influencer finishes the Campaign, Sponsr remits \$80 to the Influencer and keeps \$20 as part of Sponsr's payment for its services.

9. The Influencer shall perform the Campaign and provide proof of such performance to Sponsr and the Business by providing social media posting details as described herein and other information as requested.
10. Once Sponsr independently confirms that the Influencer has performed its obligations related to the Campaign as agreed upon with the Business, then Sponsr shall release from reserve any Campaign Payment due under the Campaign Agreement to the Influencer. The Influencer is paid through a third-party payment system chosen by Sponsr. Please note that prior to such payment, the Influencer must link bank/personal information to the third-party provider.
11. After such payment is received by the Influencer, the Campaign is officially closed by Sponsr and a notice is sent to both parties confirming the closing of the Campaign. After this notice, the Business can leave a review and rating on the Influencer's Review Page ("Review Page") detailing its satisfaction with the Influencer's performance on the Campaign.

ADDITIONAL TERMS FOR ALL SITE USERS

1. All users on the Site must register with Sponsr's selected third-party vendor to verify their identification. All users must go through this process if they are to be allowed to use the Site.
2. Only registered users may buy and sell services on Sponsr. Registration is free. In registering for an account, you agree to provide us with accurate, complete and updated information and must not create an account for fraudulent or misleading purposes. You are solely responsible for any activity on your account and for maintaining the confidentiality and security of your password. We are not liable for any acts or omissions by you in connection with your account.
3. Campaigns on Sponsr may be offered at a base starting price of \$XX. Some Campaigns are offered at a base price of more than \$XX as determined by the Influencer.
4. Users who are introduced and given access to other users through the Site may not engage in Campaigns or make or accept Campaign Payments using any method other than through Sponsr.com.
5. Users shall comply with Sponsr's Community Standards, if and when they are made available.

6. Sponsr does not provide support of any kind for users who interact outside of the Sponsr platform.
7. For security purposes:
 - a. All information and file exchanges between users must be performed exclusively on Sponsr's platform.
 - b. Any necessary exchange of personal information required for a Campaign may only be exchanged within the Campaign Page.

ADDITIONAL TERMS - INFLUENCERS

1. Influencers create Campaigns on the Site to allow Businesses to purchase their services.
2. Influencers create their own Campaign Pages, where they can list their social media information and the kinds of Campaigns they are willing to perform. Influencers shall also list on their Campaign Pages what social media platforms (the "Platforms") their Campaigns will be run through. Such Platforms may include Facebook, Instagram, TikTok, Twitter and other Platforms approved by Sponsr from time to time. Sponsr reserves the right to limit or restrict the Platforms through which an Influencer may run their Campaigns based upon security, privacy, technical or community standard issues or other commercially reasonable concerns.
3. Influencer payments related to any Campaign shall be made no later than thirty (30) days from the time that a Campaign is closed under the terms described herein.
4. Influencers may not promote their Campaigns or Campaign Pages or any Sponsr content via any other social media or advertising platform unless Sponsr gives express written consent in its sole and absolute discretion.
5. An Influencer's rating is calculated based on reviews posted by Businesses on its Review Page. In certain cases, exceedingly low ratings may lead to the suspension of the Influencer's account. Such suspension shall be determined in Sponsr's sole and absolute discretion. Sponsr and Businesses shall have no liability whatsoever to an Influencer regarding such reviews or ratings and Influencers shall indemnify and hold Us and reviewing Businesses harmless for any costs, loss of income or claims arising from such postings, reviews and suspensions, if applicable. Influencers are allowed to respond to reviews on the Review Page to provide additional context to such reviews and ratings.

6. For security purposes, Sponsr may temporarily disable an Influencer's ability to withdraw revenue to prevent fraudulent or illicit activity. This may come as a result of security issues, improper behavior reported by other users, or associating multiple Sponsr accounts to a single User.
7. Influencers are responsible for obtaining a general liability insurance policy with coverage amounts that are sufficient to cover all risks associated with the performance of Campaigns for Businesses.
8. Influencers must fulfill their orders and may not cancel orders unless as otherwise allowed under a Campaign Agreement. If you are an Influencer, you acknowledge that cancelling orders may adversely affect any reviews posted from Businesses or potential suspend or terminate your Sponsr account.
9. Campaign Pages may include pre-approved website URLs contained within the Campaign description and requirements box. Campaigns containing websites promoting content which violates Sponsr's Terms of Service and/or our Community Standards will be removed.
10. Influencers warrant that any content included in their Campaigns shall be original work conceived by the Influencers and shall not infringe any third-party rights, including, without limitation, copyrights, trademarks or service marks. In the event that certain music or stock-footage media are incorporated within the Campaigns, Influencers represent and warrant that they hold a valid license to use such music and/or footage and to include them in the Campaigns. Sponsr will respond to clear and complete notices of alleged copyright or trademark infringement.
11. An option to upload Campaign images and videos is available to all Influencers. Influencers must deliver the same quality of service under their Campaigns as shown on their Campaign images and videos. Recurring Campaigns that don't match the quality shown on the Campaign images may lead to the Influencer's Sponsr account becoming temporarily or permanently disabled.
12. Statements by Influencers on their Campaign Pages that undermine or circumvent these Terms of Service are prohibited.

ADDITIONAL TERMS - BUYERS

1. Buyers may not offer direct payments to Influencers using payment systems outside of the Sponsr platform.

2. Sponsr retains the right, and Users hereby authorize such right, to use videos, images, text and other media from all Campaign-related social media postings for Sponsr marketing and promotional purposes.
3. Businesses may not offer Influencers to pay, or make payment using any method other than through the Sponsr.com site. In case you have been asked to use an alternative payment method, please report it immediately to Customer Support at support@sponsr.com
4. Sponsr does not provide any guarantee of the level of service offered to Businesses.
5. Sponsr is not responsible for the content, quality or the level of service provided by the Influencers. We provide no warranty with respect to the Campaigns, their delivery and any communications between Businesses and Influencers. We encourage users to take advantage of our rating system and their own due diligence when choosing appropriate Influencers on Sponsr.

ADDITIONAL TERMS -- CAMPAIGNS

Starting a Campaign:

1. When a Business orders a Campaign, the Influencer is notified by email as well as notifications on the site while logged into the account.
2. Once all related payments are confirmed by Sponsr, a Campaign will be given a unique Sponsr order number (#FO).

Performing a Campaign:

3. Influencers must deliver completed files and/or proof of work to mark the Campaign Agreement as Delivered by providing the following: photo (if applicable), video (if applicable) and audio (if applicable) evidence that is readily accessible to the business. Users are responsible for scanning all transferred files for viruses and malware. Users are responsible for confirming the authenticity of any files. Sponsr will not be held responsible for any damages which might occur due to site usage, use of content or files transferred.
4. Influencers are required to meet the delivery time they specified when creating their Campaigns. Failing to do so will allow the Business to cancel the Campaign Agreement when a Campaign Agreement is marked as late and may harm the Influencer's status.
5. Sponsr is not responsible for the content, quality or the level of service provided by the Influencers in performing Campaigns. We provide no representation or warranty with

respect to a) any Campaigns negotiated and delivered by Influencers through the Site or b) the performance of any obligation of an Influencer or Business under their respective Campaign Agreements. We encourage users to take advantage of our rating system, our community and common sense in choosing appropriate services.

6. We encourage our Businesses and Influencers to try and settle conflicts amongst themselves. If for any reason this fails, Users can contact Sponsr's Customer Support department for assistance at support@sponsr.com.
7. Campaigns created on Sponsr are User Generated Content. User Generated Content ("UGC") refers to the content added by Users as opposed to content created by the Site. All content uploaded to Sponsr by our Users is User Generated Content. Sponsr does not check User uploaded/created content for appropriateness, violations of copyright, trademarks, other rights or violations and the User uploading/creating such content shall be solely responsible for it and the consequences of using, disclosing, storing, or transmitting it. By uploading to, or creating content on, the Sponsr platform, You represent and warrant that you own or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to use and/or upload such content and that such content or the use thereof in the Site does not and shall not (a) infringe or violate any intellectual property, proprietary or privacy, data protection or publicity rights of any third party; (b) violate any applicable local, state, federal and international laws, regulations and conventions; and/or (c) violate any of your or a third party's policies and/or terms of service. Notices of alleged violations, together with proof of ownership, may be forward to Sponsr via e-mail at support@sponsr.com. Users acknowledge that such notices may result in Sponsr removing or disabling access to User Generated Content that they have posted from the Site.

Finishing a Campaign:

8. Campaigns are considered closed in accordance with the terms in the section "BASICS OF RUNNING A CAMPAIGN."
9. Prior to Sponsr releasing any Campaign Payment, Sponsr shall notify the Business of the pending release of such payment. Business shall be entitled within three (3) business days to dispute the release of the Campaign Payment if the Business believes that the Influencer did not perform its obligations under the Campaign Agreement. If this occurs and the Influencer and Buyer cannot come to a mutually agreed upon resolution within sixty (60) days of written notice by either party of the dispute, the parties shall resolve this dispute via arbitration as described herein and shall not hold Sponsr liable for any claim or cost related to such dispute, including without limitation, the failure of the Business to timely dispute the release of any monetary amounts related to such payment to the Influencer. In such instance of a dispute where Business provides the notice required above, Sponsr shall only release the Influencer Payment upon the mutual

consent of the Influencer and Business or upon the order of a state or federal court of competent jurisdiction.

REVIEWS

1. The feedback provided by Businesses through Influencer reviews is an essential part of Sponsr's rating system for Influencers. Reviews demonstrate the Business's overall experience with the Influencers and their service. Prior to issuing any reviews, Businesses are encouraged to communicate directly with the Influencer about any concerns experienced during their active order regarding the service provided by the Influencer.
2. Leaving a feedback on an Influencer is a basic prerogative of a Business. Feedback reviews will not be removed unless there are clear violations of our Terms of Service and/or our Community Standards.
3. To prevent any misuse of our Feedback system, all feedback reviews must come from legitimate sales executed exclusively through the Sponsr platform from Users within our Community. Purchases arranged, determined to artificially enhance Influencer ratings, or to abuse the Sponsr platform with purchases from additional accounts, will result in a permanent suspension of all related accounts.
4. Feedback comments given by Businesses are publicly displayed on an Influencer's Campaign page.
5. Work Samples are the delivered images and videos sent to a Business in a delivery message. Work Samples are added to an Influencer's Live Portfolio on their Campaign page if the Business chooses to publish the Work Sample while providing a public feedback review.
6. Withholding the delivery of services, files, or information required to complete the Campaign's service with the intent to gain favorable reviews or additional services is prohibited.
7. Users are allowed to leave reviews on Campaign Agreements up to 10 days after an Campaign Agreement is marked as complete. No new reviews may be added to an Campaign Agreement after 10 days.
8. Influencers may not solicit the removal of feedback reviews from their Businesses through mutual cancellations.

USER CONDUCT

Sponsr maintains a friendly, community spirited, and professional environment. Users should keep to that spirit while participating in any activity or extensions of Sponsr. This section relates to the expected conduct Users should adhere to while interacting with each other on the Site. In addition to the other requirements stated in this Terms of Service, Users must adhere to the requirements of this User Conduct section stated below. To report a violation of our Terms of Service and/or our Community Standards, User Misconduct, or inquiries regarding your account, please contact our Customer Support team at support@sponsr.com

1. Non-Permitted Usage.

- a. **Adult Services & Pornography** – You may not use Sponsr or any Platform for any promotion, reference, distribution or exchange of adult oriented or pornographic materials and services.
- b. **Inappropriate Behavior & Language** - Communication on Sponsr should be friendly, constructive, and professional. Sponsr condemns bullying, harassment, violent threats and hate speech towards others and Users must not engage in such behavior on Sponsr or any Platforms. Sponsr is open to everyone. Discrimination against another User based on gender, race, age, religious affiliation, sexual preference or otherwise is not acceptable and may result in the suspension/removal of your account. Additionally, rude, abusive, improper language, or violent messages will not be tolerated and may result in an account warning or the suspension/removal of your account.
- c. **Phishing and Spam** - User security is a top priority. Any attempts to publish or send malicious content with the intent to compromise another member’s account or computer environment is strictly prohibited. Please respect our members privacy by not contacting them with offers, questions, suggestions or anything which is not directly related to their Campaigns or orders.
- d. **Privacy & Identity** - You may not publish or post other people's private and confidential information. Any exchange of personal information required for the completion of a service must be provided in the Campaign Page. Influencers further confirm that whatever information they receive from the Business, which is not public domain, shall not be used for any purpose whatsoever other than for the delivery of the work to the Business. Any Users who engage and communicate off of Sponsr will not be protected by our Terms of Service. No User shall violate any privacy laws that exist now or in the future, whether in the United States or other jurisdictions, that apply to any conduct or activity related in any way to User activity on the Site or to any Campaigns performed through the Site. Additionally, if not otherwise restricted by law, no User may not disclose through a Campaign or any related social media posts, personally identifiable information related to other Persons.

- e. **Authentic Sponstr Profile** - You may not create a false identity on Sponstr, misrepresent your identity or use or attempt to use another User's account or information; Your profile information, including your description, skills, location, etc., while may be kept anonymous, must be accurate and complete and may not be misleading, illegal, offensive or otherwise harmful. Sponstr reserves the right to require Users to go through a verification process in order to use the Site (whether by using ID, phone, camera, etc.).
- f. **Intellectual Property Claims** - Sponstr will respond to clear and complete notices of alleged copyright or trademark infringement, and/or violation of third party's terms of service.
- g. **Fraud / Unlawful Use** - You may not use Sponstr or any Platforms for any fraudulent, misleading or unlawful purposes or to conduct illegal activities.
- h. **Campaign Copies**: You must not post on Sponstr, Platforms or elsewhere intentional copies of Campaigns made by other Influencers.
- i. **Copyright Infringement or Trademark Infringement**: You must not commit copyright or trademark infringement of any kind on Sponstr or any Platforms. Examples of such infringement may include, without limitation:
 - i. Copying or pasting excerpts of content or restating something that someone else has already written without their permission
 - ii. Playing music in the background without permission for such use.
 - iii. Copying and pasting of images into social media posts without permission from the owner(s) of these images
 - iv. Using a trademarked logo without the owner's permission
 - v. Sharing feedback, comments or responses from other social media users without their consent.
- j. **Platform Violations**: You must not violate any Platform's terms of service or community standards.
- k. **Damage to Sponstr's Business**: You must not exercise any promotion of or within Sponstr through activities that negatively affect our relationships with other Users or partners.
- l. **Non-circumvention**: Submission of proposals or solicitation of parties introduced through Sponstr to contract, engage with, or pay outside of Sponstr.
- m. **FTC Compliance**: The Federal Trade Commission (FTC) imposes strict regulations on product endorsements and online advertising, including without limitation, as it relates to Influencers making misleading claims about endorsed products or services or making

such claims that cannot be substantiated. Influencers are responsible for the compliance of any Campaigns and their related social media posts with any FTC Rules and Regulations covering their endorsement of the products and services of any Business with whom they engage in a Campaign through the Site or otherwise through Sponsr's assistance.

- n. **Multiple Accounts** - To prevent fraud and abuse, Users are limited to one active Sponsr account. Any additional account determined to be created to circumvent guidelines, promote competitive advantages, or mislead the Sponsr community will be disabled. Mass account creation may result in disabling of all related accounts. Note: any violations of Sponsr's Terms of Service and/or our Community Standards is a cause for permanent suspension of all accounts.
- o. **Targeted Abuse** - We do not tolerate Users who engage in targeted abuse or harassment towards other Users on Sponsr. This includes creating new multiple accounts to harass members through our message or ordering system.
- p. **Reviews** - Users are to refrain from spamming or soliciting previous Businesses or Influencers to pursue removing/modifying reviews.

Sponsr shall not be responsible for any Users violations related to this section or any User breaches of this Terms of Service.

2. Proprietary Restrictions

The Site, including its general layout, design and content, is exclusively owned by Sponsr and protected by copyright and trademark law. Users have no right, and specifically agree not to do the following with respect to the Site or any part, component or extension of the Site (including its mobile applications): (i) copy, transfer, adapt, modify, distribute or reproduce it, in any manner; (ii) reverse assemble, decompile, reverse engineer or otherwise attempt to derive its source code, underlying ideas, algorithms, structure or organization; (iii) modify or create derivative works; (iv) remove any copyright notice, identification or any other proprietary notices, or; (v) use the Site in any manner that could damage, disable, overburden or impair the Site, or interfere with any other Users' enjoyment of the Site. Users also agree not to permit or authorize anyone else to do any of the foregoing.

USER AND CAMPAIGN REMOVAL FOR VIOLATIONS

- 1. Sponsr reserves the right to put any account on hold or permanently disable accounts due to breach of these Terms of Service and/or any Community Standards we issue or due to any illegal or inappropriate use of the Site or any Platforms. Users with disabled accounts will not be able to transact business on Sponsr. Users who have violated our

Terms of Service and/or our Community Standards and had their account disabled may contact our Customer Support team for more information surrounding the violation and status of the account.

2. Users may not commit violations of these Terms of Service and/or any subsequently published Community Standards that we release may include, without limitation, the following violations, as determined in our sole and absolute discretion:
3. Violations mentioned above, may result in the suspension of specific Campaigns as well as the suspension of related User accounts. If removed for violations, such Campaigns are not eligible to be restored or edited. Campaigns may be also removed from our Search feature due to poor performance and/or User misconduct.
4. Users with the intention to defame competing Influencers by ordering from competing services will have their reviews removed or further account status related actions determined by review by our Trust & Safety team.
5. If you come across any content that may violate our Terms of Service and/or our Community Standards, you should report it to us by support@sponsr.com. All cases are reviewed by our team. To protect individual privacy, the results of the investigation are not shared.

DISPUTE RESOLUTION

Should a Buyer and Influencer or any set of Users have a dispute(s) with each other arising from their engagement through a Campaign, use of the Site or any other issue in any way related to Sponsr and its services, then such parties shall agree to resolve such dispute(s) within sixty (60) days of the written notice from any User involved in the dispute. Should the dispute not be resolved within that time, the parties agree to subject themselves to arbitration in New York , New York before a single arbitrator of the American Arbitration Association (“AAA”). The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties. Nothing contained herein shall prevent the party from obtaining an injunction. Judgment may be entered on the arbitrator’s award in any court having jurisdiction. The expense of such arbitration shall be borne equally by both parties unless as otherwise prescribed by such arbitrator.

JURISDICTION

This Terms of Service shall be construed in accordance with the laws of the State of New York without regard to any conflict of law provisions.

WAIVER

The waiver of any provision of this Terms of Service shall not be considered a waiver of any other provision or of Sponsr's right to require strict observance of each of the terms herein

SEVERABILITY

If any portion of this Terms of Service is found to be unenforceable or invalid for any reason, that provision shall be severable and all other provisions shall remain in full force and effect.

FEEDBACK

1. You are welcome to provide feedback on the Site and Sponsr's services overall. Please keep in mind that to the extent that you provide Sponsr with any comments, suggestions or other feedback regarding the Sponsr platform or the Site as a whole, as well as other Sponsr products or services (collective, the "**Feedback**"), you will be deemed to have granted Sponsr an exclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide ownership rights in the Feedback. Sponsr is under no obligation to implement any Feedback it may receive from Users.

CONFIDENTIALITY

1. Influencers should recognize that there might be a need for Businesses to disclose certain confidential information to be used by Influencers for the purpose of performing Campaigns, and to protect such confidential information from unauthorized use and disclosure. All information from a Business that is disclosed to an Influencer orally or in writing as confidential or could reasonably be assumed to be confidential shall be considered confidential information under these Terms of Service. Unless otherwise consented to in writing by the Business that has disclosed such information, Influencers agree to (i) maintain all such information in strict confidence; (ii) not disclose the information to any third parties; (iii) not use the information for any purpose except for delivering the ordered work (vi) not to copy or reproduce any of the information without the Business's permission and (vii) return or destroy all such confidential information in any medium at the request of the disclosing Business.

UPDATES TO THE TERMS OF SERVICE

1. Sponsr may make changes to its Terms of Service from time to time. When these changes are made, Sponsr will make a new copy of the terms of service available on this page.
2. You understand and agree that if you use Sponsr after the date on which the Terms of Service have changed, Sponsr will treat your use as acceptance of the updated Terms of Service.

INDEMNIFICATION

Users shall indemnify, defend and hold harmless Sponsr, its officers, employees, partners, members, shareholders, principals, agents, vendors, representatives consultants and counsel (collectively the "Sponsr Parties") from and against any and all costs or claims, threatened or actual, against any of such parties arising from or in connection with (i) any use of the Site or involvement in a Campaign by the User or its principals, officers, partners, members, shareholders, employees, agents, invitees, vendors, consultants and counsel (the "User Parties") or (ii) any loss, damage or claim resulting from a breach by any of the User Parties of any of User covenants or obligations contained herein; together with all costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon, including all attorneys' fees and expenses. Sponsr shall give prompt notice (each, an "Indemnity Notice") thereof to the User, and User may defend and control the defense of any action or proceeding brought on such claim with counsel chosen by the User, subject to Sponsr approval. If the User shall defend any such action or proceeding, then the Sponsr shall cooperate with the User (or its insurer) in the defense of any such action or proceeding in such manner as the User (or its insurer) may from time-to-time reasonably request and the User shall not be liable for the costs of any separate counsel employed by the Sponsr.

DISCLAIMER OF WARRANTIES

YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SPONSR NOR ANY PERSON ASSOCIATED WITH SPONSR MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY

IN NO EVENT WILL SPONSR, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS,

LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. TO THE EXTENT THAT APPLICABLE LAW ALLOWS FOR A LIMITATION OF LIABILITY IF SUCH LIABILITY CANNOT BE COMPLETELY EXCLUDED, SPONSOR SHALL NOT BE LIABLE BEYOND ANY AMOUNTS THAT EXCEED ITS REVENUE RELATED TO THE CAMPAIGN THROUGH WHICH SUCH LIABILITY AROSE.

ADDITIONAL ASSISTANCE

If you have any questions or concerns about this Terms of Service, please contact Sponsor at support@sponsr.com.