

TERMS AND CONDITIONS

These Terms and Conditions (the “Terms”) describe the terms and conditions governing your use of the services, data, software, applications (including mobile applications), website (<https://www.honoraccess.com/>) (the “Website”), and tools (collectively “Services”) provided by Honorarium, Inc. (“Honorarium,” “we,” “us”, or “our”).

Please read the following Terms carefully before you begin to use the Services.

By using our Website and/or Services, or by clicking to accept or agree to these Terms, you accept and agree to be bound and abide by these Terms and our Privacy Policy, found at ([URL to Privacy Policy](#)) (the “Privacy Policy”), incorporated herein by reference, in full. If you do not agree to these Terms, do not access or use the Website or use any portion of the Services.

This Website is offered and available to users who are 18 years of age or older. By using this Website and any Services, you represent and warrant that you are of legal age to form a binding contract with Honorarium. If you do not meet all of these requirements, you must not access or use the Website or Services.

1. Changes to Terms and Services.

Honorarium may change these Terms without notice to you. You should view these Terms often to stay informed of any changes that may affect you. YOUR CONTINUED USE OF SERVICES FOLLOWING THE POSTING OF REVISED TERMS AND CONDITIONS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY OF THE CHANGES, YOU MUST CANCEL YOUR ACCOUNT (IF YOU HAVE ONE) AND NOT USE ANY PORTION OF THE SERVICES. BY USING THE SERVICES, YOU AGREE THAT YOU ARE MAKING USE OF OUR SERVICES AT YOUR OWN RISK.

The version of these Terms posted on each respective date you visit the Website and/or use the Services will be the Terms applicable to your access and use of the Services on that date. We reserve the right to terminate these Terms, or to refuse, restrict, or discontinue access to or use of the Services (or any portions, components, or features thereof) to you or any other person or entity, if you are in breach of the Terms or for any reason or for no reason whatsoever, at any time, without notice or liability.

We may update the content on the Services from time to time, but the content is not necessarily complete or up-to-date. Any of the material on the Website or other Services may be out of date at any given time, and we are under no obligation to update such material.

2. Services.

Honorarium provides an online platform (the “Platform”) pursuant to which enrolled

intercollegiate student-athletes who enter into a content provider agreement with Honorarium (each, a “Student-Athlete”) can upload text, photographs, videos, audio recordings and other content for public display (the “Student-Athlete Content”). Each Student-Athlete, after being determined to be eligible by Honorarium to participate as part of the Platform (eligibility requirements shall be determined by Honorarium from time to time, and include, among other things, a requirement that Student-Athlete be enrolled at an educational institution and be eligible to participate in intercollegiate athletics at such institution) must, as part of the content provider agreement, agree to comply with all applicable provisions of these Terms. Those who view the Student-Athlete Content through or using the Services have the ability to compensate the Student-Athlete for viewing the Student-Athlete Content of Student-Athletes (each, a “Fan”). Fans have the discretion to determine whether or not to compensate a Student-Athlete and the amount of any compensation paid. Fans may elect to make payment of compensation on an anonymous basis (*i.e.*, the Fan’s username will not be publicly displayed on the Platform as the payor of the compensation). The minimum compensation amount a Fan may pay to a Student-Athlete is \$1.00. Honorarium may from time to time establish a maximum compensation amount. Fans acknowledge and agree that the payment of any compensation to a Student-Athlete does not entitle the Fan to any products or services (other than may be offered from time to time in connection with any premium or subscription based offerings made by Honorarium); rather, it is offered by the Fan solely in appreciation of the Student-Athlete Content.

Honorarium will facilitate the acceptance, collection and payment of compensation by Fans on behalf of Student-Athlete through the Services using one or more third-party processors designated by Honorarium (collectively, “Processors”). Pursuant to the terms of the applicable content provider agreement between a Student-Athlete and Honorarium, the Student-Athlete agrees to pay to Honorarium a fee by authorizing Honorarium to retain up to 15% of the compensation paid by Fans. Such fee is in consideration of, among other things, Honorarium making the Services available, hosting the Student-Athlete Content, and facilitating transactions through the Services.

All compensation paid by Fans to Student-Athletes must be processed and made through the Services using the Processors. The applicable fees charged by the Processors to facilitate and transfer all payments with respect to each transaction originating with a fan compensating Student-Athlete (including the payment of Honorarium’s fees) are the responsibility of Student-Athlete. Student-Athlete agrees that such fees will be deducted by Honorarium from the compensation due to the Student-Athlete and Honorarium will remit payment of such fees to the Processors on behalf of Student-Athlete. As a condition of using the Services, you accept the terms and conditions of service of such Processors, which are available for review from the Processors. The current Processor utilized by Honorarium is Stripe. Stripe’s terms and conditions can be accessed on its website at stripe.com. Honorarium reserves the right, from time to time, to change payment processors and/or other aspects of the payment system it elects to utilize in connection with the Services. In the event of any such change, you will be required to agree to the terms of service required by any such processors and other third parties. You expressly consent to and authorize Honorarium

and Processors to initiate, collect, hold and transfer payments, as applicable, for purposes of the Services. In addition, Student-Athlete is also responsible for all remittance fees incurred in connection with Honorarium causing funds to be paid to Student-Athlete. Such remittance fees represent the cost to send funds to Student-Athlete regardless of the method utilized to do so. Remittance fees will be deducted from the amounts to be paid to Student-Athlete and paid by Honorarium on behalf of Student-Athlete. All payment will be made in U.S. Dollars.

The ability of Fans to leave feedback or comments with respect to Student-Athlete Content may, in Honorarium's discretion from time to time, depend on whether or not Fans compensate the applicable Student-Athlete and/or the amount of compensation paid.

No refunds will be made for any compensation paid by any Fan to a Student-Athlete unless it is determined by Honorarium that the Student-Athlete was, for any reason, ineligible to receive any or all compensation from Fans. Fans acknowledge that Student-Athlete Content, student-athlete profiles, institutional profiles, Fan comments, and other content may be removed and/or deactivated by Honorarium at any time, and no refunds will be paid by Honorarium as a result thereof.

While you will have the ability to use the Services to view certain Student-Athlete Content without charge, Honorarium may from time to time offer certain Student-Athlete Content which is restricted and may be viewed only by those who have certain access or privileges as determined by Honorarium. As examples, Honorarium may extend enhanced access to those who compensate student-athletes a certain number of times and/or pays compensation above a certain dollar threshold. Honorarium may, in its discretion, elect to offer other incentives and/or offer a subscription based model for use of the Services and/or access to certain Student-Athlete Content through the Services. Any additional terms or conditions applicable to any of the foregoing, including, but not limited to, the applicable fees, will be set forth either in a revised version of these Terms and/or in a separate agreement to be entered into between you and Honorarium.

You acknowledge and agree that Honorarium has the sole and unilateral discretion to determine the manner in which the Services operate and all terms and conditions applicable to the use of and access to the Services, including, but not limited to, those relating to the manner and ability of Fans to compensate Student-Athletes, eligibility to participate in transactions, minimum and maximum compensation amounts paid by Fans, incentives for making successful referrals, Fan incentives, the offer/availability of premium and/or subscription based content, and the functionality and overall look-and-feel of the Platform. Consistent with the preceding, you agree that Honorarium may change or modify the Platform and/or terms applicable to use of or access to the Platform, suspend use of the Platform, or temporarily or permanently discontinue making the Platform available, at any time and from time to time.

3. Accounts, Passwords, and Security.

To view and/or otherwise utilize the Services, you may be obligated to create an account using an email address and password. When you register to create an account, you agree to provide accurate information about yourself and must not register under a false name or age or use an unauthorized payment method. You are responsible for maintaining the confidentiality of your account and password, and you agree to accept responsibility for all activities that occur under your account. You agree to notify Honorarium immediately upon learning of any unauthorized use of your account or password, or any other unauthorized access or breach of security. However, you may be held liable for losses incurred by Honorarium or any other person or entity due to another person using your account or password. You may not transfer or assign your account. You have the right to cancel your account at any time, subject to the terms of any written agreements between you and Honorarium.

All information we collect on the Website and/or as part of the Services is subject to our Privacy Policy. By using the Website and/or Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

4. Payment Processing; Tax Matters.

In accordance with the Privacy Policy and if necessary to complete a transaction, you agree to provide Honorarium with certain personal information as necessary for engaging in transactions using the Platform.

Student-Athlete agrees he/she shall each be responsible for the payment of any and all taxes in relation to the transactions contemplated under the content provider agreement. Student-Athlete will provide to Honorarium all information and complete, execute and deliver all documents necessary in relation to any and all tax related matters, including as Honorarium may require to complete and issue the appropriate 1099 to Student-Athlete. Student-Athlete is solely responsible for all federal, state, and local taxes with respect to all amounts received in relation to the transactions contemplated under the content provider agreement. Student-Athlete is advised to consult with his/her tax advisor as necessary regarding Student-Athlete's tax obligations.

5. Monitoring.

Honorarium may monitor the integrity of the Services and may take steps to protect the Services as determined by Honorarium in its sole discretion. If Honorarium believes that you are attempting to interfere with the operation of the Services, or create artificial, false or misleading information, or information appearing to mislead with respect to Services, then, without limiting any other rights under these Terms or otherwise, Honorarium reserves the right to do any or all of the following: (i) withhold or stop processing any payments, if any, from or due to you, (ii) place limits on your privileges to access and/or use the Services, (iii) notify law enforcement of the fraudulent activity; and (iv) temporarily or permanently suspend your account.

6. Limitations and Restrictions.

By using the Services, you agree not do any of the following:

1. use our Services to solicit sales outside of Honorarium or to contact any user of the Services other than as expressly permitted and contemplated through the Platform;
2. use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our Services;
3. upload or transmit any message, information, data, text, software or images, or other content that is unlawful, immoral, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
4. engage in abusive treatment of other users of the Services or any Honorarium employee;
5. create a false identity for the purpose of misleading others or impersonating any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
6. upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships;
7. delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
8. upload or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, commercial or otherwise;
9. violate any applicable local, state, national or international law;
10. upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright, or other proprietary rights of any party;
11. delete or revise any material posted by any other person or entity;
12. register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any Services if you are not expressly authorized by such party to do so;

- 13.harvest or otherwise collect information about others, including e-mail addresses;
- 14.use Honorarium's trademarks without our written permission (other than as may permitted by a Student-Athlete under a content provider agreement);
- 15.upload or distribute files that contain viruses, Trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the Platform or the operation of another's computer or property of another;
- 16.use any robot, spider, scraper, or other automated or manual means to access our Services, or copy any information thereon, for any purpose without our express written permission;
- 17.take any action that imposes or may impose (to be determined in our sole discretion) an unreasonable or disproportionately large load on our infrastructure or otherwise interferes with the functioning of the Services;
- 18.attempt to gain any unauthorized access to the Websites or the Services, including computer systems, software, or networks; or
- 19.do anything else that we determine, in our sole discretion, misuses the Services or otherwise negatively impacts the Services.

Honorarium reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension or termination of your account. Honorarium may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy or applicable law, Honorarium reserves the right at all times to disclose any information as Honorarium deems necessary to satisfy any applicable law, regulation, legal process or governmental request or those of the Governing Bodies (defined below) or Institutions, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Honorarium's sole discretion. You also agree to reimburse Honorarium for any damage, loss, cost or expense Honorarium incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your use of the Services for any unlawful or prohibited purpose.

7. Intellectual Property.

You acknowledge and agree that (i) our patents, copyrights, trademarks, service marks, trade secrets and other intellectual property (collectively, "Intellectual Property") are our sole property, and (ii) nothing in these Terms shall confer in you any right of ownership

or license rights in our Intellectual Property. In addition, you shall not now or in the future contest the validity of our Intellectual Property. Without limiting the previous sentence, the Services, including without limitation all text, graphics, logos, buttons, icons, images, audio clips, and computer programs, are the property of Honorarium or its licensors or suppliers, and are protected by U.S. and international copyright, trademark and other laws.

All content associated with the Website and Services is the exclusive property of Honorarium (except with respect to Student-Athlete rights to Student-Athlete Content as provider under an applicable content provider agreement) and protected by U.S. and international copyright law. Any unauthorized reproduction, modification, distribution, transmission, republication, display, or performance of the software or the content through our Services is strictly prohibited.

Honorarium grants you a personal, non-exclusive, non-transferable, revocable, limited license to use the Services solely for your personal or internal use and subject to the condition that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the Website, the Services, or any other content available via the Website or the Services. All rights not expressly granted to you in these Terms are reserved and retained by Honorarium.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website or Services in breach of these Terms, your right to use the Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Website and Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

8. User Content.

If you provide us with any text, graphics, photos or other materials or content or use any of the same as part of your registration or account or otherwise in connection with the Services (collectively, “User Content”, which does not include Student-Athlete Content, although a Student-Athlete can author User Content which is subject to this Agreement), you grant us a non-exclusive, perpetual, transferable, irrevocable, assignable, royalty-free, fully paid up, sub-licensable right and license to use, reproduce, distribute, create derivative works from, publicly perform, display, store, digitally perform, make or deliver digital audio transmissions, encode, transcode, publish (online, through the Services, on any other website(s), as well as through mobile channels, and offline, in print, radio, television or elsewhere), make, have made, sell, offer for sale, import and commercialize User Content, or any portion thereof, in any manner and context, in any way, in any and all media now known or hereinafter developed and on any device(s),

whether or not portable, wired, or wireless, without limitation, throughout the universe. You further agree to waive your right to be identified as the author of User Content. If Honorarium decides, in its sole discretion, to attribute User Content to you, you hereby grant Honorarium the right to use your name (and/or any user name), image, likeness, and/or photo with respect to such attribution, and you waive any claims (including, without limitation, any privacy or publicity rights claims) with respect to such use of your name, image, likeness and/or photos. You hereby agree to and do waive all claims of moral rights associated with being the author of User Content, and agree to consent to and do hereby consent to Honorarium doing all acts that would otherwise constitute an infringement of your moral rights, as well as waive the right to inspect or approve the finished video, photograph, sound track, web site, advertising copy or printed matter that may be used in conjunction therewith or to the eventual use in any media that it might be applied. The rights you grant above are irrevocable during the entire period of the protection of your intellectual property rights associated with such User Content.

You agree that Honorarium (i) is not under any obligation, whether of confidentiality, attribution or otherwise, and will not be liable for any use or disclosure of any User Content; (ii) is under no obligation to post, display or otherwise use any User Content; (iii) has no obligation whatsoever to provide you any compensation for the use or display of your User Content, even if Honorarium receives compensation therefrom; (iv) has the right (but not the obligation) to monitor the User Content that you or third parties post, and to alter or remove any such User Content; and (v) has the right to disclose User Content and the circumstances surrounding its transmission to any third party in order to operate the Services, to protect ourselves and third parties, and to comply with legal obligations or governmental requests.

You are prohibited from posting any libelous, obscene, defamatory, pornographic, discriminatory, deceptive or other materials that would violate any laws. You shall be solely responsible for your own User Content and the consequences of posting or publishing it. You represent and warrant that any information you provide to us, to other users, or to visitors, including but not limited to User Content, (a) is not false, inaccurate, misleading, obscene or defamatory; (b) is not fraudulent; (c) does not involve the sale of counterfeit or stolen items; (d) does not infringe any third party's copyright, patent, trademark, trade secret, rights of publicity or privacy, or other right; (e) is yours or you have the necessary licenses, rights, consents, and permissions to such information and to grant the rights and licenses to Honorarium under all patent, trademark, trade secret, copyright or other proprietary or intellectual property rights in and to any and all such information in the manner contemplated in these Terms; (f) does not violate any law, statute, ordinance or regulation, including without limitation those governing consumer protection, unfair competition, anti-discrimination or false advertising; (g) does not contain any viruses or any programming that is intended to damage, interfere with, intercept or expropriate any system, data or personal information; (h) does not impersonate any person, or misrepresent your identity or affiliation with any person or organization or institution; (i) involves promotion of any competitor of Honorarium; (j) does not give the impression of being endorsed by us or any other person, entity or

institution, if this is not the case; and (k) is not intended to circumvent or violate these Terms and the lawful functioning of the Services.

By submitting ideas, suggestions, documents, and/or proposals (“Contributions”) to Honorarium, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Honorarium is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Honorarium shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media now known or later developed and throughout the universe; (d) Honorarium may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Honorarium without any obligation of Honorarium to you; (f) Honorarium is free to use any ideas, concepts, or techniques that you send Honorarium for any purpose, including but not limited to, developing and marketing products that incorporate such ideas, concepts or techniques; and (g) you are not entitled to any compensation or reimbursement of any kind from Honorarium under any circumstances.

9. Indemnity.

You shall, to the fullest extent permitted by law, indemnify, defend and hold Honorarium and our principals, officers, directors, agents, employees, representatives, successors and assigns harmless from and against all claims, demands, suits or other proceedings, and resulting loss, damage, liability, costs, interest and expenses (including reasonable attorneys’ fees) brought by any third party or governmental claim or demand that involves, relates to or concerns (a) your breach of any provision of these Terms (and/or of the terms of any other written agreement between you and Honorarium), including but not limited to any provision relating to Student-Athlete Content or other User Content, (b) the Student-Athlete Content or other User Content, including, but not limited to, infringement or violation of any third party’s copyright, trademark, privacy, publicity, or other intellectual property rights, (c) your violation of any law or the rights of a third party, (d) federal, state, county, city, or other tax obligation or amounts due or owing under any tax regulation, law, order or decree, or (e) in the case of Student-Athlete, your breach of any provision of the content provider agreement between Student-Athlete and Honorarium. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you hereunder. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms and your use of the Website and Services for any reason.

10. Disclaimer of Warranties; Limitations of Liability.

To the fullest extent permitted by applicable law, you covenant not to sue Honorarium, and agree that you will not hold Honorarium responsible for Student-Athlete Content or other Users’ Content, actions, or inactions. While we may help facilitate the resolution of disputes, we have no control over and do not guarantee the accuracy, quality, safety, truth, accuracy or legality of Student-Athlete Content and User Content. If you have a dispute with one or more Student-Athletes or users, you release and covenant not to

sue Honorarium and our officers, directors, agents, joint venturers, employees, legal representatives, and suppliers from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. In entering into this release you expressly waive any protections, statutory or otherwise, that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

HONORARIUM AND/OR OUR THIRD PARTY PROCESSORS AND VENDORS, SUPPLIERS OR LICENSORS DO NOT REPRESENT, WARRANT OR COVENANT THAT THE SYSTEM AND THE SERVICES ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, FREE OF TECHNICAL AND TYPOGRAPHICAL ERRORS, SECURE, RELIABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU OR ANY THIRD PARTY MAY CHOOSE TO PUT THEM, THAT THEY ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SYSTEM AND SERVICES ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. HONORARIUM PERIODICALLY AMENDS, CHANGES, ADDS, DELETES, UPDATES, OR ALTERS THE WEBSITE AND THE SERVICES WITHOUT NOTICE. FURTHER, HONORARIUM ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE WEBSITE OR THE SERVICES. HONORARIUM SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE CONTENT, OR ANY OTHER INFORMATION ON THE WEBSITE OR THE SERVICES.

YOU AGREE THAT YOU ARE MAKING USE OF OUR SERVICES AT YOUR OWN RISK, AND THAT THE SERVICES ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HONORARIUM (INCLUSIVE OF ANY OF ITS SERVICE PROVIDERS AND LICENSORS) MAKES NO WARRANTY OR GUARANTIES OF ANY KIND WITH RESPECT TO OUR SERVICES, ANY ITEMS, ANY STUDENT-ATHLETE CONTENT OR USER CONTENT, OR THAT STUDENT-ATHLETES OR FANS WILL PERFORM AS PROMISED. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE ALL EXPRESS OR IMPLIED WARRANTIES, TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HONORARIUM (INCLUDING OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, LEGAL REPRESENTATIVES, AND SUPPLIERS) ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD HONORARIUM RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR

INDIRECTLY FROM (A) THE USER CONTENT YOU PROVIDE USING THE SERVICES, OR CONTENT OF THIRD PARTIES; (B) STUDENT-ATHLETE CONTENT; (C) YOUR ACCESS TO, USE OF, INABILITY TO ACCESS OR USE THE SERVICES, OR RELIANCE ON THE SERVICES; (D) PRICING, FORMAT, LEGAL OR OTHER COMPLIANCE OR OTHER GUIDANCE PROVIDED BY HONORARIUM; (E) DELAYS OR DISRUPTIONS IN OUR SERVICES; (F) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR SERVICES OR THOSE OF ANY WEBSITE, SERVICES, OR TOOLS LINKED TO OUR SERVICES; (G) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN OUR SERVICES; (H) DAMAGE TO YOUR HARDWARE DEVICE FROM THE USE OF ANY SERVICE; (I) THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES, INCLUDING ITEMS LISTED USING OUR SERVICES OR THE DESTRUCTION OF ALLEGEDLY FAKE ITEMS; (J) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT; (K) THE DURATION OR MANNER IN WHICH STUDENT-ATHLETE CONTENT OR USER CONTENT APPEAR ON THE SERVICES; OR (L) YOUR NEED TO MODIFY PRACTICES, CONTENT OR BEHAVIOR, OR YOUR LOSS OF ABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THESE TERMS OR OUR POLICIES. UNDER NO CIRCUMSTANCES SHALL HONORARIUM OR ITS OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, LEGAL REPRESENTATIVES, AND SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION, AND CLAIMS OF THIRD PARTIES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE SERVICES, OR ANYTHING DESCRIBED IN THE FOREGOING CLAUSES (A) THROUGH (L) OF THIS PARAGRAPH, OR ANY OTHER CAUSE BEYOND THE CONTROL OF HONORARIUM, EVEN IF HONORARIUM WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE AGGREGATE LIABILITY OF HONORARIUM, OR ITS OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, LEGAL REPRESENTATIVES, AND SUPPLIERS, SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING ANY OF THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF HONORARIUM, ITS CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS, PROCESSORS, OR ANY OF THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS OF ANY OF THE FOREGOING, IS FOUND LIABLE TO YOU OR TO ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OR THE SERVICES, HONORARIUM AND SUCH PARTIES' CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS

AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED USD \$100 (PROVIDED, HOWEVER, THAT SOLELY WITH RESPECT TO THIS PARAGRAPH, HONORARIUM'S LIABILITY TO A STUDENT-ATHLETE SHALL BE SUBJECT TO THE LIMITATION ON LIABILITY PROVISION SET FORTH IN THE APPLICABLE CONTENT PROVIDER AGREEMENT BETWEEN THE STUDENT-ATHLETE AND HONORARIUM).

11. Consent to Arbitration.

You agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of the Terms or your use of, or access to, the Services, will be resolved in accordance with the provisions set forth in this Section. **PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND HONORARIUM HAVE AGAINST EACH OTHER ARE RESOLVED.**

You agree that, except to the extent inconsistent with the Federal Arbitration Act ("FAA") or preempted by federal law, the laws of the State of New York, without regard to principles of conflict of laws, will govern these Terms and any claim or dispute that has arisen or may arise between you and Honorarium.

You and Honorarium each agree that any and all disputes or claims that have arisen or may arise between you and Honorarium relating in any way to or arising out of the Terms or your use of the Services shall be resolved exclusively through final and binding arbitration. The FAA governs the interpretation and enforcement of this agreement to arbitrate.

IN ALL EVENTS, EACH PARTY HEREBY KNOWINGLY, VOLUNTARY AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THESE TERMS OR YOUR USE OF OR ACCESS TO THE SERVICES. THE PARTIES FURTHER AGREE THAT, IF AND TO THE EXTENT THIS AGREEMENT TO ARBITRATE DOES NOT APPLY TO ANY CLAIM, THAT CLAIM WILL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

YOU AND HONORARIUM AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND HONORARIUM AGREE OTHERWISE IN A SEPARATE WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO

PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER HONORARIUM USERS. IF A COURT DECIDES THAT APPLICABLE LAW PRECLUDES ENFORCEMENT OF ANY OF THIS PARAGRAPH'S PROHIBITIONS ON CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTIONS OR PROCEEDINGS AS TO ANY CLAIM, THEN THAT CLAIM (AND ONLY THAT CLAIM) MUST BE SEVERED FROM THE ARBITRATION AND RESOLVED IN COURT, SUBJECT TO YOUR AND HONORARIUM'S RIGHT TO APPEAL THE COURT'S DECISIONS. ALL OTHER CLAIMS WILL BE ARBITRATED.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this agreement to arbitrate, any part of it, or of the Terms including, but not limited to, any claim that all or any part of this agreement to arbitrate or the Terms is void or voidable.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this agreement to arbitrate. A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute ("Notice"). A Notice to Honorarium should be sent to Honorarium, Inc., 280 E Broad Street #1302, Rochester, NY 14604. Honorarium will send any Notice to you to the physical address we have on file associated with your Honorarium account; it is your responsibility to keep your physical address up to date. All information called for in the Notice must be provided, including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and Honorarium are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or Honorarium may initiate arbitration proceedings. The party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to Honorarium at the following address: Honorarium, Inc., 280 E Broad Street #1302, Rochester, NY 14604. In the event Honorarium initiates arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your Honorarium account. Any settlement offer made by you or Honorarium shall not be disclosed to the arbitrator.

The arbitration shall be held in Rochester, New York or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or Honorarium may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Honorarium, subject to the arbitrator's discretion to require an in-person hearing. In cases where an in-person hearing is held, you and/or Honorarium may attend by telephone, unless the arbitrator requires otherwise. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

With the exception of any of the provisions in the class action waiver, if an arbitrator or

court decides that any part of this agreement to arbitrate is invalid or unenforceable, the other parts of this agreement to arbitrate shall still apply.

If you are a new user of our Services, you can choose to reject this agreement to arbitrate by notifying us in writing that you opt-out (“Opt-Out Notice”). Your Opt-Out Notice must be postmarked no later than 30 days after the date you accept the Terms for the first time (i.e. your first date of using the Services). You must mail your Opt-Out Notice to: Honorarium, Inc., 280 E Broad Street #1302, Rochester, NY 14604. Your Opt-Out Notice should state that you opt-out of this agreement to arbitrate and provide your name, address (including street number and address, city, state, and zip code), phone number and the email address(es) used to log in to the Honorarium account(s) to which the opt-out applies. You must sign and date the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of the Terms will continue to apply. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

For Student-Athletes who are a party to a content provider agreement with Honorarium, the dispute resolution provisions described in the content provider agreement shall control and supersede to the extent in conflict with the terms of this Section 11.

12. DMCA Notice.

If you are a copyright owner or an agent of a copyright owner and believe that any Student-Athlete Content or User Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing Honorarium’s copyright agent with the following information in writing, (pursuant to 17 U.S.C. 512(c)(3)):

- a. The physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Honorarium, as the service provider, to locate the material;
- d. Information reasonably sufficient to permit Honorarium to contact you, such as an address, telephone number, and, if available, an email address;

e. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

f. A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You must provide notice of claimed infringement to Honorarium's designated Copyright Agent at Daniel Dykens and by email at support@honoraccess.com. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid. If you believe that your Student-Athlete Content or User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Student-Athlete Content or User Content, you may send a counter-notice containing the following information to the Copyright Agent at the address(es) listed above:

a. Your physical or electronic signature;

b. Identification of the Student-Athlete Content or User Content that has been removed or to which access has been disabled and the location at which the Student-Athlete Content or User Content appeared before it was removed or disabled;

c. A statement that you have a good faith belief that the Student-Athlete Content or User Content was removed or disabled as a result of mistake or a misidentification; and

d. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court within or sitting for the County of Monroe, State of New York, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If Honorarium's Copyright Agent receives a counter-notice, Honorarium may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Student-Athlete Content or User Content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the Student-Athlete Content or User Content provider, member or user, the removed Student-Athlete Content or User Content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at Honorarium's sole discretion.

13. Electronic Communications.

When you use the Services, or send e-mails, text messages, and other communications from your computer or mobile device to us or to any other person through the Platform or otherwise through the Services, you are communicating with us electronically. You

consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this Website, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed given and received on the date we transmit any such electronic communication.

14. Links to Other Websites.

For your convenience, certain hyperlinks may be provided on the Websites and Services that link to other websites or social media platforms that are not under the control of Honorarium (the “Linked Sites”). Honorarium does not endorse or sponsor any Linked Sites and is not responsible for the availability, accuracy, content, or any other aspect of the Linked Sites. Honorarium disclaims all liability for Linked Sites, for all access to and use thereof, and for use of the links to Linked Sites. We also disclaim all liability, and make no representations or warranties, with respect to any products or services made available, sold, or provided to you by any third party. Your use of Linked Sites and any purchases of products or services from such Linked Sites are subject to the terms and conditions of such other websites. You agree, to the fullest extent permitted by law, that you will bring no suit or claim against Honorarium arising from or based upon any such use of any Linked Sites. Hyperlinks to such Linked Sites on the Websites and Services do not imply that: (a) Honorarium is affiliated or associated with any Linked Site; (b) Honorarium is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in connection with or accessible through any Linked Site; or (c) any Linked Site is authorized to use any trademark, trade name, logo, or copyright symbol of Honorarium.

15. Disclaimer of Third Party Information.

You acknowledge that if information, material, or functionality regarding the Services is provided by third party content providers (“Third Party Materials”), Honorarium has no editorial control or responsibility over such Third Party Materials. Therefore, any opinions, statements, products, services or other Third Party Materials are those of the applicable third party. Honorarium does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party, or represent or warrant that your use of any Third Party Materials will not infringe rights of third parties. Without limiting the preceding, Honorarium will from time to time impose certain content-based restrictions on Student-Athlete Content as set forth in the content provider agreement or otherwise, but Honorarium has no obligation to monitor Student-Athlete Content and will have no liability or responsibility for the Student-Athlete Content. All statements and/or opinions expressed in these Third Party Materials, and all responses to such content, other than the content provided by the Honorarium, are solely the opinions and the responsibility of the person or entity providing those Third Party Materials. We are not responsible, or liable to you or any third party, for the content or accuracy of any Third Party Content.

16. NCAA Regulations.

The NCAA does not sponsor Honorarium or the Services. As you are responsible for your own activities in connection with your use of the Services, you are responsible for knowing and complying with all legislation, rules, regulations, and laws or similar rules, regulations and laws that may be promulgated from time to time by the National Collegiate Athletic Association, any successor organization or any athletic conference, league and/or other athletics governing body of which Student-Athlete's Institution is a member (collectively, "Governing Bodies"), as well as any applicable rules, regulations or policies of the athletics, athletics compliance, or any other department of any Student-Athlete's collegiate institution (collectively, the "Regulations"). If you act in violation of the Regulations, we may take reasonable steps in response, including, but not limited to, terminating your account and/or access to the Service and/or reporting such conduct to the Governing Bodies, Student-Athlete's Institution and/or other appropriate authorities or entities. Honorarium does not knowingly promote any violations of Regulations or applicable law. You agree that we may disclose your name and the amount of any compensation paid to the Governing Bodies and/or the Student-Athlete's Institution as is required in Honorarium's reasonable discretion.

17. Geographic Restrictions

Honorarium is based in the State of New York in the United States. We provide the Services for use only by persons located in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

18. General.

These Terms, our Privacy Policy, and all terms and policies posted through our Services (as each may be revised and amended from time to time according to their respective terms), and also, in the case of a Student-Athlete, the content provider agreement and any other written agreements, constitute the sole and entire agreement between you and Honorarium regarding the Website and use of the Platform and other Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website and Services. You consent to receive notices by email to the address provided at registration (if applicable), or thereafter provided by you from time to time. If any provision of the Terms is held to be invalid, void, or unenforceable under any circumstances, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions of the Terms. Any waiver of any provisions contained in these Terms by Honorarium shall not be deemed to be a waiver of any other right, term, or provision of these Terms. Any rights not expressly granted herein are reserved. Honorarium may assign or transfer our rights and obligations

under these Terms at any time. You may not assign or transfer your rights or obligations under these Terms, or any of your rights or obligations, without the prior written consent of Honorarium, which we can refuse in our sole discretion. No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these Terms, your use of the Services, or the provision of our Services. You may not enter into any contract on our behalf or bind us in any way. The terms and conditions set forth in these Terms are for your benefit only, not for the benefit of any third party except as expressly set forth herein and except for Honorarium's successors and assigns. These Terms are governed by the laws of the State of New York, USA, without regard to conflicts of laws provisions and exclusive venue is in the federal and state courts within or sitting for the County of Monroe, State of New York, USA. By using the Website and/or Services and by engaging in transactions using the Website and/or Services, you expressly agree to the governing law and venue provision of these Terms, irrespective of the state or country in which you reside or your principal office is located.

Last Revised: Sept 28, 2023.