

Terms of Use

Last Updated: October 06, 2021

Thank you for using Draftalent Enterprises and developments affiliated to Draftalent Enterprises. Read Carefully these Terms of Service (the "Terms") and our Privacy Policy at <https://www.draftalent.com> govern your use of Draftalent Enterprises and developments affiliated to Draftalent Enterprises

By using Draftalent Enterprises and developments affiliated to Draftalent App, you agree to be bound by these Terms. If you don't agree to these Terms, do not use Draftalent Enterprises and developments. If you are using Draftalent Enterprises and on behalf of an organization (such as your employer), you are agreeing to these Terms for that organization, and are indicating that you have the authority to bind that organization to these Terms. In that case, "you" and "your" will refer to that organization.

We may revise the Terms from time to time. If a revision is material, as determined solely by us, we will notify you (for example via email to the email address associated with your account). Other changes may be posted to our chat system, so please check that regularly. The most current version will always be posted on our Terms page. By continuing to use Draftalent Enterprises and developments after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, please stop using Draftalent Enterprises and developments affiliated to Draftalent Enterprises

Your Information and Responsibilities

To use Draftalent Enterprises and developments affiliated to Draftalent App, you will need to create an account, via Draftalent Mobile App. You cannot claim that you were unaware of our services because to operate the Draftalent App you must install our Proprietary software in your Cellular phone or Tablet. So, if you do not agree with our service then do not install the Draftalent App. You cannot claim that you were charged after you canceled the Draftalent App membership because the app is completely free. You can contact us to info@draftalent.com. You can cancel your membership at any time with no penalty whatsoever.

Except to the extent caused by our breach of this Agreement, (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you.

Log-In Credentials and Account Keys. Draftalent log-in credentials are for your internal use only and you will not sell, transfer or sub-license them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

End Users. You will be deemed to have taken any action that you permit, assist, or facilitate any person or entity to take related to this Agreement, Your Content or use of the Service Offerings. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to Your Content and the Service Offerings by such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.

Your Negotiations and Interactions. Any negotiation, interaction, comments, suggestions, agreements, buy or sell activities, executed by you, your company, employees or associates using your authorized access credentials or authorized consent of use of the Draftalent Platform with any

other member of the Draftalent network is your complete responsibility and the company Draftalent, affiliated to Draftalent App Network Technologies, is not liable or responsible of any of the described above activities.

You acknowledge that Draftalent Enterprises and developments affiliated to Draftalent App is protected by copyright, trademark, and other laws of the United States of America and foreign countries. You agree not to remove, alter, copy, print screen, photograph or obscure any copyright, trademark, service mark or other proprietary rights or notices incorporated in or accompanying Draftalent Enterprises and developments affiliated to Draftalent Enterprises

Draftalent Enterprises and developments affiliated to Draftalent App grants you a limited, non-exclusive, non-transferable license to view, copy, and display Draftalent Enterprises and Software solely in connection with your permitted use and membership of Draftalent Enterprises and developments affiliated to Draftalent Enterprises

Violations of Our Terms and Conditions

You agree NOT to do—or attempt to do—any of the following:

- Probe, scan, or test the vulnerability of any Draftalent Enterprises and developments affiliated to Draftalent App system or network or breach any security or authentication measures.
- Access, tamper with, or use non-public areas of Draftalent Enterprises and developments affiliated to Draftalent Enterprises
- Decipher, decompile, disassemble, or reverse engineer any of the software used to provide Draftalent Enterprises and developments affiliated to Draftalent Enterprises
- Provide access to third parties not related with your membership affiliation.
- Interfere with, or attempt to interfere with, the access of any user, host or network, including sending a virus, overloading, flooding, spamming, or mail bombing Draftalent Enterprises and developments affiliated to Draftalent App;
- Access, search download any intellectual property from Draftalent Enterprises and developments affiliated to Draftalent App through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than our publicly supported interfaces;
- Plant malware or use Draftalent Enterprises and developments affiliated to Draftalent App to distribute malware;
- Send any unsolicited communications, promotions, emails, advertisements or spam;
- Send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;
- Send or post any misinformation or unfounded comments or unsupported critics via social media;
- Post or transmit noises, music, images or anything that is fraudulent or misleading, or that infringes on others' rights;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate the privacy of others;
- Violate any applicable law or regulation in your state or within the United States of America;
- Encourage or enable any other individual to do any activity that can violate our terms of use;
- Distribute, share your license or access credentials to any unauthorized user of your license access;
- Use foul language, insensitive, false or offensive remarks, comments and images that violate, offend, humiliate or hurt other people's rights, trust and feelings. Such as racial slurs, offensive nicknames, vulgarity, pornography, sexually explicit words and content;

- Discrimination of any kind based on gender, sexual orientation, economic background, origin, nationality, location, appearance, voice tone, accent and race are absolutely repudiated, totally unacceptable and have zero tolerance within our organization and Draftalent Enterprises and developments affiliated to Draftalent App;
- Being on default or delayed on your monthly fee payment membership that allows the use of the Draftalent Mobile App;
- Destroy, mistreat, damage or tamper or any equipment (Chromebook laptops, Chromebook boxes, chargers, keyboards, mouse equipment and Draftalent App Phone © sets) given or lease to you for the exclusive use and operation of the Draftalent Mobile App;
- Manipulate statements, postings, prices and any communication you already have established with a counter party without the other party consent;
- Draftalent App Network Technologies products, services or devices are not intended to be used on any road, highway or street while driving. We do not support or sponsor such actions that violates law enforcement laws and therefore, we are not liable.

We reserve the exclusive right, to remove, disable, disconnect, or terminate your access into our system or any of content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any of your content to be objectionable or in violation of these Terms or have any pending past due with any of our members postings or transactions executed in our posting system. We have the right to investigate violations of these Terms or conducts, that affects Draftalent Enterprises and developments affiliated to Draftalent Enterprises. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

DMCA/Copyright Policy

We respect copyright law and expect you to do the same. It's our policy to terminate those accounts that repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

Termination

We may suspend or terminate your Draftalent Enterprises and Software App membership, at our sole discretion, at any time and without notice to you. For example, we may suspend or terminate your use if you are not complying with these Terms, or use Draftalent Enterprises and developments affiliated to Draftalent App in any way that would cause us legal liability or disrupt others' use of Draftalent Enterprises and Software. If we suspend or terminate your use. We will not be responsible for any data, data loss, content loss or inaccessibility due to account and membership termination. Repeatedly or flagrantly violating these Terms, a court order, or danger to other users will grant immediately suspension and deactivation access. You may cancel your account at any time, no penalty will be assessed. Simply contact us by phone or via email to Draftalent info@draftalent.com

Likewise, we may suspend or terminate your Draftalent Enterprises and Software App membership, at our sole discretion, at any time and without notice to you. For example, we may suspend or terminate your use if you are on default or delinquency of your monthly membership dues. Membership will be terminated, and old dues and new charges may apply for re-connection.

Warranty Disclaimers

DRAFTALENT APP LICENSORS' INTELLECTUAL PROPERTY ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT DRAFTALENT APP AND DEVELOPMENTS AFFILIATED TO DRAFTALENT APP WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY,

ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY OF OUR INTELLECTUAL PROPERTY.

Indemnity

You will indemnify and hold harmless Draftalent Enterprises and developments affiliated to Draftalent App and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of Draftalent Enterprises and developments affiliated to Draftalent App or our licensors' intellectual property; (ii) your content; or (iii) your violation of these Terms.

Limitation of Liability

NEITHER DRAFTALENT APP or DRAFTALENT ENTERPRICES AND DEVELOPMENTS AFFILIATED TO DRAFTALENT APP NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING DRAFTALENT APP AND DEVELOPMENTS AFFILIATED TO DRAFTALENT APP, INCLUDING OUR LICENSORS, WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER OR PHONE DAMAGE, FIRE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE DRAFTALENT APP AND DEVELOPMENTS AFFILIATED TO DRAFTALENT APP OR OUR LICENSORS' INTELLECTUAL PROPERTY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DRAFTALENT APP AND DEVELOPMENTS AFFILIATED TO DRAFTALENT APP HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT WILL DRAFTALENT ENTERPRISES AND DEVELOPMENTS AFFILIATED TO DRAFTALENT APP'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE DRAFTALENT APP AND DEVELOPMENTS AFFILIATED TO DRAFTALENT APP OR TO ACCESS YOUR CONTENT EXCEED THE AMOUNTS YOU HAVE PAID TO DRAFTALENT APP AND DEVELOPMENTS AFFILIATED TO DRAFTALENT APP FOR USE OF DRAFTALENT APP AND DEVELOPMENTS AFFILIATED TO DRAFTALENT APP OR TWENTY DOLLARS (\$20), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO DRAFTALENT APP AND DEVELOPMENTS AFFILIATED TO DRAFTALENT APP, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DRAFTALENT APP AND DEVELOPMENTS AFFILIATED TO DRAFTALENT APP AND YOU.

Dispute Resolution

Governing Law

These Terms and any action related thereto will be governed by the laws of the State of Florida and without regard to its conflict of law's provisions.

Agreement to Arbitrate

You and Draftalent Enterprises and developments affiliated to Draftalent App agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination,

enforcement, interpretation or validity thereof or the use of Draftalent Enterprises and developments affiliated to Draftalent App (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunction or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "IP Protection Action"). The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in the district of Fort Lauderdale, State of Florida and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

You acknowledge and agree that you and Draftalent Enterprises and developments affiliated to Draftalent App are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Draftalent Enterprises and developments affiliated to Draftalent App otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Changes

Notwithstanding the provisions of the "Modification" section above, if Draftalent Enterprises and developments affiliated to Draftalent App changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to [Draftalent info@draftalent.com](mailto:info@draftalent.com) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Draftalent Enterprises and developments affiliated to Draftalent App's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Draftalent Enterprises and developments affiliated to Draftalent App in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

General Terms

These Terms constitute the entire and exclusive understanding and agreement between Draftalent Enterprises and developments affiliated to Draftalent App and you regarding Draftalent Enterprises and developments affiliated to Draftalent App, and these Terms supersede and replace any and all

prior oral or written understandings or agreements between Draftalent Enterprises and developments affiliated to Draftalent App and you regarding Draftalent Enterprises and developments affiliated to Draftalent App, except that if you become a party to Draftalent Enterprises and developments affiliated to Draftalent App's Business Agreement, either before or after reviewing these Terms, the terms and conditions of the Business Agreement will govern over any conflicting provisions herein. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without Draftalent Enterprises and developments affiliated to Draftalent App's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Draftalent Enterprises and developments affiliated to Draftalent App may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by Draftalent Enterprises and developments affiliated to Draftalent App under these Terms, including those regarding modifications to these Terms, will be given: (i) by Draftalent Enterprises and developments affiliated to Draftalent App via email; or (ii) by posting to our Mobile App. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Draftalent Enterprises and developments affiliated to Draftalent App's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Draftalent Enterprises and developments affiliated to Draftalent Enterprises Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Contact Information

If you have any questions about these Terms, please contact us at: info@draftalent.com

Terms of Service

Welcome to Draftalent!

Draftalent builds technologies and services that enable people to connect with each other, build communities, and grow businesses. These Terms govern your use of Draftalent, Messenger, and the other products, features, apps, services, technologies, and software we offer (the Draftalent Products or Products), except where we expressly state that separate terms (and not these) apply. These Products are provided to you by Draftalent, Inc.

We don't charge you to use Draftalent or the other products and services covered by these Terms. Instead, businesses and organizations pay us to show you ads for their products and services. By using our Products, you agree that we can show you ads that we think will be relevant to you and your interests.

We don't sell your personal data to advertisers, and we don't share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission. Instead, advertisers can tell us things like the kind of audience they want to see their ads, and we show those ads to people who may be interested. We provide advertisers with reports about the performance of their ads that help them understand how people are interacting with their content. See Section 2 below to learn more.

1. The services we provide

Our mission is to give people the power to build community and bring the world closer together. To help advance this mission, we provide the Products and services described below to you:

Provide a personalized experience for you:

Your experience on Draftalent is unlike anyone else's: from the posts, stories, events, ads, and other content you see in Draftalent or our video demo you follow and other features you might use, such as Trending, Marketplace, and search. We use the data we have - for example, about the connections you make, the choices and settings you select, and what you share and do on and off our Products - to personalize your experience.

Connect you with people and organizations you care about:

We help you find and connect with people, groups, businesses, organizations, and others that matter to you across the Draftalent Products you use. We use the data we must make suggestions for you and others - for example, groups to join, events to attend, Pages to follow or send a message to, shows to watch, and people you may want to become friends with. Stronger ties make for better communities, and we believe our services are most useful when people are connected to people, groups, and organizations they care about.

Empower you to express yourself and communicate about what matters to you:

There are many ways to express yourself on Draftalent and to communicate with friends, family, and others about what matters to you - for example, sharing status updates, photos, videos, and stories across the Draftalent Products you use, sending messages to a friend or several people, creating events or groups, or adding content to your profile. We have also developed, and continue to explore, new ways for people to use technology, such as augmented reality and 360 video to create and share more expressive and engaging content on Draftalent.

Help you discover content, products, and services that may interest you:

We show you ads, offers, and other sponsored content to help you discover content, products, and services that are offered by the many businesses and organizations that use Draftalent and other Draftalent Products. Section 2 below explains this in more detail.

Combat harmful conduct and protect and support our community:

People will only build community on Draftalent if they feel safe. We employ dedicated teams around the world and develop advanced technical systems to detect misuse of our Products, harmful conduct towards others, and situations where we may be able to help support or protect our community. If we learn of content or conduct like this, we will take appropriate action - for example, offering help, removing content, removing, or restricting access to certain features,

disabling an account, or contacting law enforcement. We share data with other Draftalent Companies when we detect misuse or harmful conduct by someone using one of our Products. Use and develop advanced technologies to provide safe and functional services for everyone: We use and develop advanced technologies - such as artificial intelligence, machine learning systems, and augmented reality - so that people can use our Products safely regardless of physical ability or geographic location. For example, technology like this helps people who have visual impairments understand what or who is in photos or videos shared on Draftalent or Instagram. We also build sophisticated network and communication technology to help more people connect to the internet in areas with limited access. And we develop automated systems to improve our ability to detect and remove abusive and dangerous activity that may harm our community and the integrity of our Products.

Research ways to make our services better:

We engage in research to develop, test, and improve our Products. This includes analyzing the data we have about our users and understanding how people use our Products, for example by conducting surveys and testing and troubleshooting new features. Our Data Policy explains how we use data to support this research for the purposes of developing and improving our services.

Provide consistent and seamless experiences across the Draftalent Company Products:

Our Products help you find and connect with people, groups, businesses, organizations, and others that are important to you. We design our systems so that your experience is consistent and seamless across the different Draftalent Company Products that you use. For example, we use data about the people you engage with on Draftalent to make it easier for you to connect with them on Instagram or Messenger, and we enable you to communicate with a business you follow on Draftalent through Messenger.

Enable global access to our services:

To operate our global service, we need to store and distribute content and data in our data centers and systems around the world, including outside your country of residence. This infrastructure may be operated or controlled by Draftalent, or its affiliates.

2. How our services are funded

Instead of paying to use Draftalent and the other products and services we offer, by using the Draftalent Products covered by these Terms, you agree that we can show you ads that businesses and organizations pay us to promote on and off the Draftalent Company Products. We use your personal data, such as information about your activity and interests, to show you ads that are more relevant to you.

Protecting people's privacy is central to how we've designed our ad system. This means that we can show you relevant and useful ads without telling advertisers who you are. We don't sell your personal data.

3. Your commitments to Draftalent and our community

We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

1. Who can use Draftalent

When people stand behind their opinions and actions, our community is safer and more accountable. For this reason, you must:

- Use the same name that you use in everyday life.
- Provide accurate information about yourself.
- Create only one account (your own) and use your timeline for personal purposes.
- Not share your password, give access to your Draftalent account to others, or transfer your account to anyone else (without our permission).

We try to make Draftalent broadly available to everyone, but you cannot use Draftalent if:

- You are under 13 years old.
- You are a convicted sex offender.
- We've previously disabled your account for violations of our Terms or Policies.
- You are prohibited from receiving our products, services, or software under applicable laws.

2. What you can share and do on Draftalent

We want people to use Draftalent to express themselves and to share content that is important to them, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

1. You may not use our Products to do or share anything:
 - That violates these Terms, our Community Standards, and other terms and policies that apply to your use of Draftalent.
 - That is unlawful, misleading, discriminatory, or fraudulent.
 - That infringes or violates someone else's rights, including their intellectual property rights.
2. You may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Products.
3. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.

We can remove or restrict access to content that is in violation of these provisions.

If we remove content that you have shared in violation of our Community Standards, we'll let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these Terms or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

To help support our community, we encourage you to report content or conduct that you believe violates your rights (including intellectual property rights) or our terms and policies.

We also can remove or restrict access to your content, services, or information if we determine that doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts to Draftalent.

3. The permissions you give us

We need certain permissions from you to provide our services:

1. Permission to use content you create and share: Some content that you share or upload, such as photos or videos, may be protected by intellectual property laws.

You own the intellectual property rights (things like copyright or trademarks) in any such content that you create and share on Draftalent and the other Draftalent Company Products you use. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want.

However, to provide our services we need you to give us some legal permissions (known as a 'license') to use this content. This is solely for the purposes of providing and improving our Products and services as described in Section 1 above.

Specifically, when you share, post, or upload content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and application settings). This means, for example, that if you share a photo on Draftalent, you give us permission to store, copy, and share it with others (again, consistent with your settings) such as service providers that support our service or other Draftalent Products you use. This license will end when your content is deleted from our systems.

You can delete content individually or all at once by deleting your account. Learn more about how to delete your account. You can download a copy of your data at any time before deleting your account.

When you delete content, it's no longer visible to other users, however it may continue to exist elsewhere on our systems where:

- your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted); or

- where immediate deletion would restrict our ability to:
 - investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our Products or systems).
 - comply with a legal obligation, such as the preservation of evidence; or
 - comply with a request of a judicial or administrative authority, law enforcement or a government agency.

in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

In each of the above cases, this license will continue until the content has been fully deleted.

2. Permission to use your name, profile picture, and information about your actions with ads and sponsored content: You give us permission to use your name and profile picture and information about actions you have taken on Draftalent next to or in connection with ads, offers, and other sponsored content that we display across our Products, without any compensation to you. For example, we may show your friends that you are interested in an advertised event or have liked a Page created by a brand that has paid us to display its ads on Draftalent. Ads like this can be seen only by people who have your permission to see the actions you've taken on Draftalent. You can learn more about your ad settings and preferences.
3. Permission to update software you use or download: If you download or use our software, you give us permission to download and install updates to the software where available.

4. Limits on using our intellectual property

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos, or sounds we provide that you add to content you create or share on Draftalent), we retain all rights to that content (but not yours). You can only use our copyrights or trademarks (or any similar marks) as expressly permitted by our Brand Usage Guidelines or with our prior written permission. You must obtain our written permission (or permission under an open-source license) to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

4. Additional provisions

1. Updating our Terms

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the Draftalent community, you can delete your account at any time.

2. Account suspension or termination

We want Draftalent to be a place where people feel welcome and safe to express themselves and share their thoughts and ideas.

If we determine that you have clearly, seriously, or repeatedly breached our Terms or Policies, including our Community Standards, we may suspend or permanently disable access to your account. We may also suspend or disable your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons.

Where we take such action, we'll let you know and explain any options you must request a review, unless doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; or where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

You can learn more about what you can do if your account has been disabled and how to contact us if you think we have disabled your account by mistake.

If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but the following provisions will remain in place: 3, 4.2-4.5.

3. Limits on liability

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is," and we make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. To the extent permitted by law, we also **DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.** We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content).

We cannot predict when issues might arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Draftalent Products, even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the Draftalent Products will not exceed the greater of \$20 or the amount you have paid us in the past twelve months.

4. Disputes

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know up front where it can be resolved and what laws will apply.

For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms or the Draftalent Products ("claim"), you agree that it will be resolved exclusively in the U.S. District Court for Fort Lauderdale, State of Florida. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws

of the State of Florida will govern these Terms and any claim, without regard to conflict of law provisions.

5. Other

1. These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and Draftalent, Inc. regarding your use of our Products. They supersede any prior agreements.
2. Some of the Products we offer are also governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as buying ads, selling products, developing apps, managing a group or Page for your business, or using our measurement services, you must agree to our Commercial Terms. If you post or share content containing music, you must comply with our Music Guidelines. To the extent any supplemental terms conflict with these Terms, the supplemental terms shall govern to the extent of the conflict.
3. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
4. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
5. You may designate a person (called a legacy contact) to manage your account if it is memorialized. Only your legacy contact or a person who you have identified in a valid will or similar document expressing clear consent to disclose your content upon death or incapacity will be able to seek disclosure from your account after it is memorialized.
6. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
7. You should know that we may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name you use in everyday life).
8. We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.
9. We reserve all rights not expressly granted to you.

5. Other terms and policies that may apply to you

- **Community Standards:** These guidelines outline our standards regarding the content you post to Draftalent and your activity on Draftalent and other Draftalent Products.
- **Commercial Terms:** These terms apply if you also access or use our Products for any commercial or business purpose, including advertising, operating an app on our Platform, using our measurement services, managing a group or a Page for a business, or selling goods or services.

- Advertising Policies: These policies specify what types of ad content are allowed by partners who advertise across the Draftalent Products.
- Self-Serve Ad Terms: These terms apply when you use self-serve advertising interfaces to create, submit, or deliver advertising or other commercial or sponsored activity or content.
- Pages, Groups and Events Policy: These guidelines apply if you create or administer a Draftalent Page, group, or event, or if you use Draftalent to communicate or administer a promotion.
- Draftalent Platform Policy: These guidelines outline the policies that apply to your use of our Platform (for example, for developers or operators of a Platform application or website or if you use social plugins).
- Developer Payment Terms: These terms apply to developers of applications that use Draftalent Payments.
- Community Payment Terms: These terms apply to payments made on or through Draftalent.
- Commerce Policies: These guidelines outline the policies that apply when you offer products and services for sale on Draftalent.
- Draftalent Brand Resources: These guidelines outline the policies that apply to use of Draftalent trademarks, logos, and screenshots.
- Music Guidelines: These guidelines outline the policies that apply if you post or share content containing music on Draftalent.
- Live Policies: These policies apply to all content broadcast to Draftalent Live.

Contact Information

If you have any questions about these Terms, please contact us at: info@draftalent.com

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