**v1.2 July 22, 2025**

**Optional Service Contract Terms**

**Introduction**

Users who enter into a Service Contract on the Site with another User may choose to adopt these Optional Service Contract Terms, in whole or in part, or instead agree to different or additional terms. If and to the extent that the parties to a Service Contract do not agree to different terms, these Optional Service Contract Terms shall apply by default.

These terms are not mandatory, and Sugarcane is not a party to any Service Contract between Users, regardless of whether these Optional Service Contract Terms are adopted. Users may not, by mutual agreement, alter the rights or obligations of Sugarcane or agree to any terms that would conflict with Sugarcane’s Terms of Service.

These Optional Service Contract Terms are provided as a sample framework and may not be suitable for all engagements. Users are solely responsible for negotiating and entering into their own Service Contracts and are strongly encouraged to consult legal counsel when doing so.

**Preamble**

This Service Contract (“Agreement”) is entered into between Business Owner and Creator for the performance of Creator Services. This Agreement incorporates the terms of the accepted Campaign Application, including the Campaign Dates, location of performance (“Property”), the Creator Team and approved guests, Campaign Objectives, Campaign Guidelines, and Campaign Deliverables.

This Agreement includes: (1) written communications between the parties evidencing mutual agreement, (2) the approved Campaign Application, and (3) the terms set forth herein. In the event of a conflict among these, the order of precedence shall be: 1) Written communications indicating agreement between the parties; (2) The accepted Campaign Application; and (3) these Optional Service Contract Terms.

This Agreement becomes binding upon acceptance by a Business Owner or authorized Campaign Manager of a Creator’s Campaign Application.

**Section 1 Parties**

**1.1 Contracting Parties**

This Service Contract (“Agreement”) is solely between Business Owner and Creator. Sugarcane, including its affiliates, owners, employees, and agents, is not a party to this Agreement, regardless of whether these Optional Service Contract Terms are adopted.

**1.2 Business Owner**

The “Business Owner” is a hospitality business with one or more commercial locations seeking Creator Services. The individual entering into this Agreement on behalf of the Business Owner represents and warrants that they have full authority to bind the Business Owner to the terms herein.

**1.3 Creator**

The “Creator” is a legal entity (e.g., sole proprietorship, LLC, or corporation) providing Creator Services. The individual signing on behalf of the Creator represents and warrants that they are authorized to bind the Creator to this Agreement.

The Creator further represents and warrants that all individuals performing the Creator Services (“Creator Team”) are its employees, independent contractors, or agents, and that each individual is at least 18 years of age or has all necessary legal permits or consents to perform the work.

**1.4 Disclosure and Approval of Creator Team and Guests**

Creator shall disclose in the Campaign Application all members of the Creator Team and any guests who will be present at the Property during the performance of the Creator Services. Business Owner’s acceptance of the Campaign Application constitutes approval of the disclosed individuals.

If an approved individual can no longer attend, Creator shall notify Business Owner within one (1) day of learning of the change. Creator may not substitute or add individuals without Business Owner’s prior written approval. Creator shall not permit any undisclosed or unapproved individuals to access the Property during performance.

**1.5 Independent Contractor Relationship**

**(a) Independent Contractor Relationship and Status**

The parties acknowledge that Creator is an independent contractor and not an employee, partner, or agent of the Business Owner. Creator’s owners, employees, independent contractors, and agents are not eligible for any benefits provided by the Business Owner and shall not be treated as employees for any purpose, including tax withholding, insurance, or labor protections.

Creator retains sole discretion over the means and methods of providing the Creator Services and shall furnish all tools, equipment, and labor required, subject to the Campaign Objectives and Campaign Guidelines. The independent contractor status of Creator shall not be affected by any coordination or scheduling required for the Campaign.

**(b) Worker Classification and Employment Liability Disclaimer**

Each party disclaims all responsibility, liability, and involvement in relation to to the other party’s employment decisions, worker classification determinations, compensation, benefits administration, payroll practices, tax compliance obligations, insurance coverage, or any labor or employment-related issues.

Each party independently determines and bears exclusive responsibility and liability for:

* Properly classifying individuals retained for services as employees, independent contractors, or subcontractors;
* Complying with applicable federal, state, and local labor, tax, and employment laws;
* Managing all payroll, benefits, tax withholding, reporting obligations, insurance coverage (including workers’ compensation), and compliance requirements for their own workers, employees, independent contractors, or subcontractors.

Sugarcane does not participate in, advise on, or oversee such decisions or activities. Users agree to indemnify, defend, and hold Sugarcane harmless against any claims, liabilities, damages, costs, or expenses arising from or related to any alleged misclassification, employment-related obligations, or violations of labor, employment, or tax laws associated with a User’s engagement of workers or contractors engaged or introduced through the Sugarcane platform.

**1.6 Professional Standards**

Creator shall perform the Creator Services in a professional and workmanlike manner consistent with the experience and quality represented in its Site profile and communications with the Business Owner.

**Section 2 Services and Deliverables**

**2.1 Business Owner Goods and Services**

Business Owner agrees to provide, at no cost, the goods and services outlined in the Campaign Confirmation to the approved Creator Team and guest(s). These goods and services shall be made available at the Property on the Campaign Dates and shall meet the description and standards set forth in Business Owner’s Site Profile and Campaign Confirmation.

**2.2 Creator Services**

Creator shall ensure the Creator Team appears at the Property on the approved Campaign Dates to capture photographs and videos (“Creator Footage”). Creator will use the Creator Footage to produce the agreed Deliverables in accordance with the Campaign Objectives and Guidelines. Creator shall submit all Deliverables to Business Owner within ten (10) days following the final Campaign Date.

**2.3 Deliverables and Rights**

Creator warrants that it holds all necessary rights to grant the License described in Section 3, including but not limited to:

* Image Rights and Persona Rights for all individuals appearing in the Deliverables;
* Necessary intellectual property permissions for any third-party materials;
* Executed releases from all applicable parties, including Creator Team and guests.

Creator further agrees not to include in the Deliverables any content that would infringe upon third-party intellectual property rights or that would create an obligation on Business Owner to secure third-party licenses.

**2.4 Value of Services**

The parties agree that the fair market value of the Creator Services, including the License granted to Business Owner, is equal to the fair market value of the goods and services provided by Business Owner to and accepted by Creator and any approved Creator Team or guest(s).

**2.5 Communication Obligations**

Each party agrees to respond to communications relevant to the execution of the Service Contract within three (3) business days, unless notice of extended unavailability has been provided in writing to the other party.

**2.6 Quality Standard**

The Deliverables must be of comparable quality to the content featured in Creator’s profile or previously provided to Business Owner. The Deliverables must also reasonably reflect the standards expected from a professional in Creator’s represented field.

**Section 3 Intellectual Property Rights**

**3.1 Third-Party Materials Disclosure**

Upon submitting the Deliverables, Creator shall provide written notice of any third-party materials included, identifying:

* (a) the name and applicable license or terms of use;
* (b) whether the material was modified; and
* (c) how the material is incorporated or relied upon in the Deliverables.

Creator represents and warrants that it possesses all rights necessary to include such materials and to grant Business Owner the License described in this Agreement for the full License Term.

**3.2 License Grant**

Upon submission of the Deliverables, Creator grants Business Owner a worldwide, limited-use exclusive, royalty-free, fully paid, irrevocable license (the 'License') to use the Deliverables solely for Business Owner’s organic social media channels for a period of six (6) months (the 'License Term').

This limited exclusivity restricts Creator only from granting the same Deliverables simultaneously for use by another business during the License Term, or using them for their own business purposes outside the Sugarcane platform. Creator explicitly retains all other rights, including the right to reuse, repurpose, display, distribute, and include the Deliverables (or substantially similar content) within Creator’s Sugarcane portfolio, promotional materials, or future projects, provided such use does not directly conflict with this License.

**3.3 License Limitations and Continuation**

Business Owner may not assign or sublicense the License without Creator’s prior written consent, except in the event of a sale of all or substantially all of Business Owner’s assets to a successor entity.

Upon expiration of the License Term, Business Owner may retain Deliverables previously posted on its organic social media channels or Sugarcane profile solely as originally published. However, Business Owner is explicitly prohibited from reposting, resharing, redistributing, republishing, editing, adapting, or otherwise reusing Deliverables in any new or additional context, medium, or format without obtaining a renewed license from Creator.

For clarity, 'republish' specifically includes actions such as posting Deliverables again, using Deliverables in future campaigns, adapting Deliverables for new platforms, or otherwise initiating new instances of public distribution or use."

Following expiration of the License Term, Business Owner may formally request renewal or extension of the License directly from Creator or through Sugarcane’s platform. Any renewed license or extension shall require explicit written confirmation from Creator outlining renewed terms, duration, and scope of use. Sugarcane has no obligation to facilitate such relicensing requests and will not be responsible for negotiating or enforcing renewed licensing terms, as relicensing arrangements are solely between the Creator and the Business Owner.

**3.4 Waiver of Non-Assignable Rights**

To the extent Creator retains any rights that cannot be licensed or assigned under this Agreement, Creator:

* Irrevocably waives the enforcement of such rights against Business Owner for uses permitted by this License;
* Agrees to cooperate in enforcing the License;
* Will, upon Business Owner’s reasonable request and at Business Owner’s expense, execute documents to support this waiver.

**3.5 Use of Business Owner Materials**

Business Owner grants Creator a limited, non-exclusive, revocable license to use Business Owner’s logos, images, and related content (“Business Owner Materials”) solely for performing Creator Services under this Agreement. Creator shall not retain or use these materials beyond the term of the Agreement.

Upon completion or termination of the Agreement, Creator shall:

* Return or destroy all Business Owner Materials upon request;
* Certify in writing within ten (10) days that all such materials have been returned or destroyed.

**3.6 Cooperation and Assistance**

Creator agrees to provide reasonable assistance to Business Owner in securing and enforcing intellectual property rights associated with the Deliverables during the License Term, including signing documents or authorizations as requested.

If Creator cannot be reached after reasonable efforts, Creator designates Business Owner as its attorney-in-fact solely for the purpose of fulfilling this obligation.

**3.7 Creator Release Statement**

Creator, on behalf of itself and all individuals included in the Deliverables, irrevocably releases and holds harmless Business Owner and its affiliates from any claims relating to:

* Use of the Deliverables, Personas, or Image Rights as permitted under the License;
* Claims for false endorsement, misrepresentation, copyright or publicity infringement, or invasion of privacy.

Creator agrees that:

* Business Owner has no obligation to use the Deliverables or any Personas or Image Rights;
* No individual involved in the Deliverables has any right to royalties, compensation, inspection, or approval of use;
* So long as Business Owner acts within the scope of the License, no liability shall attach.

**Section 4 Responsibilities**

**4.1 Creator Responsibilities**

**a. Personnel and Legal Compliance**
 Creator shall be legally responsible for all individuals engaged to perform the Creator Services, including its employees, independent contractors, and agents. Creator warrants that all such individuals are retained in compliance with applicable labor, tax, and employment laws, and that all necessary permits, licenses, and insurance coverage—including workers’ compensation and unemployment insurance—are maintained.

If Creator engages independent contractors, Creator must ensure they carry appropriate insurance coverage or accept full liability for any claims resulting from their work.

**b. Conduct and Access at Property**
 Creator and all Creator Team members must comply with:

* All applicable laws and regulations;
* Any guest policies enforced by the Business Owner while at the Property.

Creator shall be solely responsible for the safety, condition, operation, maintenance, and security of its own tools, equipment, and property used to perform the Creator Services. Business Owner will not be liable for any damage, loss, or theft of Creator’s property.

**c. Confidentiality and Rights Management**
 Creator represents and warrants that it has executed confidentiality and intellectual property agreements with all individuals involved in the creation of the Deliverables that are at least as protective as those in this Agreement.

Creator further warrants that it has obtained all necessary permissions and releases in advance—including intellectual property, Image Rights, and Persona Rights—for all persons and materials included in the Deliverables.

**d. Equipment and Authority**
 Creator represents and warrants that:

* It possesses all equipment and transportation necessary to perform the Creator Services;
* It is the sole creator of the Deliverables;
* It has the full authority to enter into this Agreement and grant the rights specified herein;
* The Deliverables will not infringe upon any third party’s rights, including intellectual property, publicity, or privacy rights;
* No individual under the age of 18 will appear in the Deliverables without legally valid parental or guardian consent.

**e. Restrictions**
 Creator shall not:

* Grant third parties the right to use or exploit the Deliverables in violation of Business Owner’s License;
* Refer to this Agreement or to Business Owner in publicity, marketing, or promotional materials without prior written approval from Business Owner.

**4.2 Business Owner Responsibilities**

Business Owner represents and warrants the following:

**a. Approval of Creator Team**
 Business Owner is solely responsible for reviewing and approving the individuals listed in the Creator’s Campaign Application. By accepting the Campaign Application, Business Owner confirms:

* It has reviewed all disclosed individuals;
* It has not been unreasonably denied any requested information;
* It has approved those individuals as part of the Creator Team.

**b. Insurance**
 Business Owner shall maintain reasonably necessary insurance coverage, including general liability insurance, appropriate to the services and location.

**c. Interference and Conduct**
 Business Owner shall not materially interfere with the performance of the Creator Services and shall ensure that the Property and any goods or services made available to the Creator Team are accurately represented in the Business Owner’s Site Profile and Campaign Confirmation.

**d. Legal Compliance**
 Business Owner shall comply with all applicable laws, regulations, and licensing requirements relevant to the Property and the Campaign.

**4.3 Mutual Acknowledgment**

Both parties acknowledge that each is independently responsible for compliance with their respective legal and contractual obligations under this Agreement, and that neither party assumes responsibility for the conduct, liabilities, or failures of the other except as expressly provided herein.

**Section 5 Termination**

**5.1 Termination for Convenience**

Either Party may terminate this Agreement for any reason within five (5) calendar days of entering into the Agreement by providing written notice to the other Party.

**5.2 Termination for Cause**

This Agreement may be terminated by either Party in the event the other Party materially breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) calendar days after receiving written notice specifying the breach.

**5.3 Immediate Termination by Business Owner**

Business Owner may immediately terminate this Agreement at any time before the first Campaign Date if Creator engages in conduct which, in Business Owner’s sole discretion:

* Brings Business Owner or its brand into public disrepute, contempt, scandal, or ridicule;
* Offends the general community or target audience;
* Harms or disparages Business Owner, its products, services, or competitors.

**Section 6 Confidentiality**

### **6.1 Definition of Confidential Information**

Confidential Information means any non-public information disclosed by one party ("Disclosing Party") to another ("Receiving Party"), whether orally, electronically, visually, or in writing, that is clearly marked confidential or reasonably understood to be confidential given the nature and circumstances of disclosure. Confidential Information includes, without limitation, business strategies, campaign information, pricing data, proprietary materials, financial information, technical information, customer or supplier lists, communications, product designs, trade secrets, or any terms of agreements between parties.

### **6.2 Obligations of Receiving Party**

The Receiving Party agrees to:

* (a) Use the same degree of care to protect Confidential Information as it does for its own confidential information, but in no case less than reasonable care.
* (b) Use Confidential Information strictly for purposes of fulfilling its obligations under this Agreement.
* (c) Limit disclosure of Confidential Information solely to those employees, agents, or contractors who need the information to fulfill Receiving Party’s obligations and who are bound by equivalent confidentiality obligations.
* (d) Explicitly refrain from using, disclosing, or leveraging Confidential Information for competitive business purposes, including competing directly or indirectly with the Disclosing Party.

### **6.3 Exclusions from Confidential Information**

Confidential Information does not include information that:

* (a) Becomes publicly available through no fault or breach by the Receiving Party.
* (b) Was lawfully possessed by the Receiving Party before disclosure without obligation of confidentiality.
* (c) Is lawfully disclosed to the Receiving Party by a third party authorized to disclose the information without restriction.
* (d) Is independently developed by the Receiving Party without reference to or use of the Disclosing Party’s Confidential Information.

### **6.4 Compelled Disclosure**

If Receiving Party is legally compelled by law, court order, or governmental request to disclose Confidential Information, the Receiving Party shall promptly notify the Disclosing Party (unless legally prohibited) and cooperate, at the Disclosing Party’s expense, with the Disclosing Party’s efforts to challenge or limit disclosure. If disclosure is ultimately required, disclosure shall be limited solely to what is legally necessary, and the Receiving Party shall take reasonable steps to maintain confidentiality.

### **6.5 Duration and Survival of Confidentiality Obligations**

The confidentiality obligations in this section shall continue throughout the duration of this Agreement and survive for three (3) years following its termination or expiration unless a longer duration is required by applicable law or explicitly agreed to in writing between the parties.

### **6.6 No License or Ownership Rights**

Nothing contained in this section shall grant the Receiving Party any license, rights, or ownership interest in or to the Confidential Information disclosed by the Disclosing Party.

**Section 7 Indemnification, Limitation of Liability, Choice of Law, Dispute Resolution & Venue**

**7.1 Indemnification**

Each Party (“Indemnifying Party”) shall indemnify, defend, and hold harmless the other Party, its affiliates, subsidiaries, parents, agents, and licensees, and their respective officers, employees, and agents (collectively, “Indemnified Parties”) from and against all third-party claims, suits, losses, damages, judgments, fines, and expenses (including reasonable attorneys’ fees) arising out of or related to:

* The Indemnifying Party’s negligence, willful misconduct, or bad faith;
* A material breach of this Agreement; or
* A violation of applicable laws or regulations.

In addition, Creator shall indemnify Business Owner for any claims arising from:

* Infringement of third-party intellectual property rights;
* Unauthorized use of Personas, Image Rights, or other proprietary content in the Deliverables.

These obligations shall survive the expiration or termination of this Agreement.

**7.2 Limitation of Liability**

Except for each Party’s indemnification obligations and any breach of confidentiality, neither Party shall be liable to the other under any legal theory (including contract, tort, or strict liability) for:

* Any indirect, special, incidental, consequential, or punitive damages (including lost profits), even if advised of the possibility; or
* An amount exceeding the greater of:
	+ The fair market value of the goods and services provided by Business Owner and accepted by Creator under this Agreement; or
	+ The applicable and available insurance coverage of the liable Party.

**7.3 Choice of Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

**7.4 Dispute Resolution**

Any and all disputes arising under or relating to this Agreement shall be resolved exclusively through binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures or, if applicable, the Consumer Arbitration Minimum Standards. Arbitration shall be conducted virtually, unless all involved parties explicitly agree otherwise, with jurisdiction and venue exclusively in New York County, New York. Each Party waives any objection to jurisdiction, venue, or convenience. The arbitrator’s decision shall be final, binding, and enforceable in any court with competent jurisdiction.

Prior to initiating formal arbitration, the complaining Party must submit a written Notice of Dispute to the other Party, and may optionally provide a courtesy copy to Sugarcane at team@sugarcane.life solely for informational purposes. Sugarcane is neither required nor obligated to mediate, respond, resolve, or otherwise intervene in disputes between Users.

If no resolution is achieved within thirty (30) calendar days, either Party may initiate binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures. The Party initiating arbitration shall pay any initial filing or administrative fees but may recover those fees as part of its damages if successful.

Arbitration shall take place virtually or at the JAMS location nearest to the Business Owner’s Property. The award may be enforced in any court of competent jurisdiction.

**7.5 Venue After Arbitration**

Following arbitration, if judicial enforcement is necessary, any legal action may be brought in the state or federal courts located in the same state as the Business Owner’s Property. Both Parties consent to the personal jurisdiction and venue of such courts for that purpose.

**Section 8 General**

**8.1 Amendment**

Once accepted, this Agreement may not be amended, modified, or supplemented by either Party without the **prior written consent** of the other Party. Any proposed change that is not expressly agreed to in writing may be rejected. If a Party chooses to continue performance after receiving notice of such proposed change, that shall be deemed acceptance of the modification **only if confirmed in writing**.

**8.2 Survival**

Any provisions of this Agreement that, by their nature or express terms, are intended to survive termination shall remain in effect, including but not limited to:

* Indemnification (Section 7.1)
* Confidentiality (Section 6)
* Intellectual Property Rights (Section 3)
* Limitation of Liability (Section 7.2)
* Dispute Resolution and Venue (Sections 7.4–7.5)

Termination of this Agreement shall not release either Party from any obligations or liabilities that accrued prior to the date of termination.

**8.3 Severability**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision shall be modified or severed to the extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

**8.4 Assignment and Subcontracting**

Neither Party may assign, transfer, or subcontract this Agreement, in whole or in part, without the prior written consent of the other Party. Any purported assignment in violation of this section shall be null and void.

**Definitions**

**Agreement**: This Service Contract entered into between Business Owner and Creator, including the terms set forth herein, the accepted Campaign Application, and any written communications evidencing mutual agreement.

**Business Owner**: A hospitality business with one or more commercial locations seeking Creator Services under this Agreement. The individual entering into this Agreement on behalf of the Business Owner represents and warrants authority to bind the business.

**Business Owner Materials**: Logos, images, or other proprietary content provided by Business Owner for use by Creator solely in the performance of the Creator Services.

**Campaign Application**: The submission completed by Creator through the Site proposing dates, objectives, location, personnel, and other key information for the Campaign. Acceptance of the Campaign Application by Business Owner creates a binding Agreement.

**Campaign Confirmation**: The portion of the Campaign Application accepted by the Business Owner, confirming specific goods and services to be provided, Campaign Dates, and other key terms.

**Campaign Dates**: The dates on which Creator Services are to be performed at the Property as specified in the Campaign Application and confirmed by the Business Owner.

**Campaign Guidelines**: Any written instructions, preferences, or parameters provided by Business Owner regarding the execution of Creator Services or creation of Deliverables.

**Campaign Objectives**: The goals or intended outcomes of the Creator Services, as agreed by both parties in the Campaign Application and related communications.

**Confidential Information**: As defined in Section 6.1 of this Agreement.

**Creator**: The legal entity providing Creator Services, including any individuals performing work on its behalf. The Creator represents and warrants it has the authority to bind itself and the Creator Team to this Agreement.

**Creator Footage**: All photographs, videos, or other raw content captured by the Creator Team at the Property during the Campaign.

**Creator Services**: The creative services to be performed by the Creator and Creator Team, including the capture and production of Deliverables in accordance with the Campaign Guidelines and Campaign Objectives.

**Creator Team**: Individuals identified by Creator in the Campaign Application who will participate in performing Creator Services. May include employees, independent contractors, or agents of the Creator.

**Deliverables**: The edited and finalized content (e.g., photographs, videos, or other creative work) produced from the Creator Footage and submitted to the Business Owner as required by this Agreement.

**Image Rights**: Rights of publicity and likeness associated with any individual appearing in the Deliverables.

**License**: The limited-use exclusive, royalty-free, fully paid, irrevocable license granted by Creator to Business Owner in accordance with Section 3.2 of this Agreement.

**License Term**: The six (6) month period during which the Business Owner may use the Deliverables under the License, beginning upon submission of the Deliverables.

**Notice of Dispute**: A written communication submitted by one Party to the other describing the nature of a dispute and initiating the pre-arbitration process set forth in Section 7.4.

**Persona Rights**: The rights to control the commercial use of an individual’s name, image, voice, likeness, or other identifiable attributes.

**Property**: The physical location owned, operated, or managed by the Business Owner where Creator Services are to be performed, as identified in the Campaign Application.

**Site**: The Sugarcane platform through which Campaign Applications are submitted and accepted, and where related communications occur.

**Sugarcane**: Sugarcane UGC LLC, the platform provider facilitating connections between Business Owners and Creators. Sugarcane is not a party to this Agreement.