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**Business Owner’s Agreement**

**Introduction**

This Business Owner’s Agreement (“Agreement”) is a legally binding agreement between you (“you,” “Business Owner,” or “User”) and Sugarcane UGC LLC (“Sugarcane,” “we,” or “us”), governing your use of Sugarcane’s Site and Services (collectively, the “Services”).

By using the Services—including simply browsing or registering for an account—or by clicking “accept” or similar prompts, you agree to comply with all terms in Sugarcane’s Terms of Service, including this Agreement. Section 14 contains an arbitration clause and class action waiver applicable to U.S. claims. You are responsible for reading and understanding all terms before using the Services.

If you do not understand or agree to these terms, or if you lack authority to bind your business to them, you may not accept this Agreement or use the Services. Any individual acting on behalf of a Business Owner represents that they have authority to bind that business and its affiliates, in which case “you” refers to the business entity and its affiliates.

### **Section 1 Sugarcane Business Owner Accounts**

#### **1.1 Account Creation & Onboarding**

Once your Business Owner Account is created, you will be able to set up and manage your Profile, access Sugarcane’s Site and Services (including the work marketplace), create and manage Campaigns, invite and authorize Campaign Managers to manage Campaigns on your behalf, review Creator applicants, and communicate with them. You may also enter into contracts for Creator Services. “Creators” refers to individual creators as well as Creator Teams—entities made up of multiple individuals working together.

#### **1.2 Business Use and Eligibility**

Sugarcane provides its Services exclusively for business use, not for personal or consumer purposes. By accepting the Terms of Service, you represent and warrant that you:

(a) are acting as an owner, employee, or agent of a U.S.-based independent business entity (such as a corporation or LLC) with authority to enter into binding contracts on its behalf;
 (b) will use the Services solely for business purposes;
 (c) will comply with all applicable licensing, insurance, and regulatory requirements for your business; and
 (d) are solely responsible for employee classifications and benefits.

Sugarcane reserves the right to verify your business status at any time. You remain liable for any unauthorized or non-compliant use of the Services.

#### **1.3 Prohibited Uses**

You agree not to engage in any of the following prohibited activities:

(a) use or share the Services or Content for anyone’s benefit other than your own;
 (b) sell, resell, license, distribute, lease, or outsource any part of the Services or Content;
 (c) store or transmit unlawful, defamatory, or infringing material, or content that violates privacy or intellectual property rights;
 (d) store data unrelated to campaign activity (e.g., protected health or financial data);
 (e) transmit viruses, malware, or malicious code;
 (f) interfere with or disrupt the platform’s performance or third-party data;
 (g) attempt unauthorized access to the Services or related networks;
 (h) circumvent contractual usage limits;
 (i) copy features, interfaces, or content without permission;
 (j) mirror or frame the Services or Content;
 (k) use the Services to develop a competing product;
 (l) reverse engineer any part of the Services;
 (m) engage in any conduct that Sugarcane determines, in its sole discretion, to be fraudulent, abusive, or damaging to the platform or its Users.

#### **1.4 Profile Accuracy and IP Use**

You consent to displaying your Profile and Campaigns to other Users and agree to provide accurate, complete, and current information at all times. You must not misrepresent your identity, business structure, insurance coverage, intellectual property rights, beneficial ownership, skills, or services. You are responsible for promptly correcting any false or misleading information.

You may only display intellectual property that you own or have a valid license to use. You affirm that such use does not infringe on third-party rights. Sugarcane does not independently verify your claims and is not liable for any misrepresentation.

#### **1.5 Account Termination for Violations**

Sugarcane may, with or without notice, suspend or terminate your Account, or restrict access to the Services, if you:

1. provide false, incomplete, or misleading information;
2. violate the Terms of Service or this Agreement;
3. misuse or infringe intellectual property;
4. engage in unlawful, unsafe, abusive, fraudulent, or deceptive conduct; or
5. otherwise breach any condition of this Agreement or the platform rules.

Termination may occur without refund and may include closure of associated Campaign Manager Accounts. You may not register a new Account without prior written permission from Sugarcane. Sugarcane may notify Users you’ve worked with and may summarize the reason for your termination, unless prohibited by law.

#### **1.6 Account Types and Delegation**

Sugarcane offers three Account Types: Business Owner, Campaign Manager, and Creator. Each individual may only register for one Account Type and must use unique login credentials.

Business Owners may invite Campaign Managers to act on their behalf. Campaign Managers may not be associated with more than one Business Owner. Business Owners are fully responsible for the actions and compliance of their Campaign Managers as if acting directly.

Accounts are non-transferable and may not be shared or reassigned without Sugarcane’s prior written consent.

#### **1.7 Identity Verification and Login Security**

When registering or periodically thereafter, your Account may be subject to identity and business verification through third-party checks or documentation. You authorize Sugarcane to make any lawful inquiries and agree to cooperate with all verification requests. Access may be limited until verification is completed.

Each User must have their own login. You are solely responsible for safeguarding your credentials and for any activity under your Account. You must not share your login or use another User’s credentials. Promptly notify Sugarcane of any unauthorized use or security concern.

Violation of any part of Section 1 may result in enforcement action under Section 13, including suspension, termination, or account restriction without refund or notice.

**1.8 Account Delegation, Control, and Authorization Responsibilities**

Each Account on the Sugarcane platform must be associated with a single authorized individual or entity (the 'Account Owner'). While Account Owners may grant access to employees, agents, or authorized representatives (such as Campaign Managers or Creator Team members), they remain solely and fully responsible for all activity conducted through or associated with their Account.

The Account Owner is exclusively responsible for ensuring that any individual acting on their behalf:

* Has actual authority to act for the Account Owner;
* Complies with all applicable terms of the Sugarcane Terms of Service and related agreements;
* Does not exceed the scope of delegated authority.

Certain critical actions—including, but not limited to, accepting campaign application submissions, entering into Service Contracts, approvals of licensing terms, or acceptance of deliverables—may require express confirmation by the Account Owner through the platform interface or in writing.

Sugarcane shall not be liable for any unauthorized actions taken by individuals using access credentials associated with the Account Owner. Users are responsible for safeguarding account access, promptly revoking access from unauthorized individuals, and notifying Sugarcane immediately upon discovering any unauthorized use or suspected compromise.

**Section 2 Purpose of Sugarcane**

**2.1 Role of Sugarcane**

The Sugarcane Site is a work marketplace where Business Owners (and their Campaign Managers) and Creators can find, communicate with, and contract with one another for Creator Services. Sugarcane provides the Site and platform tools, including messaging, account access, and optional dispute assistance, but does not supervise, direct, or guarantee any Creator’s work.

Subject to the Terms of Service, Sugarcane will: (a) host and maintain the platform; (b) provide tools for communication between Users; (c) offer informal dispute resolution support; and (d) use reasonable efforts to maintain uptime except during planned maintenance or external disruptions.

We only perform the duties expressly set out in this Agreement and the Terms of Service. We are not responsible for the content or validity of communications or agreements between Users, and we may rely on communications that appear authentic. We may delegate our responsibilities to agents or attorneys and consult with advisors without liability for relying on their input. If we are uncertain about conflicting instructions or legal risks, we may pause activity until resolved by a court or arbitrator.

Nothing in this Agreement creates an employment, agency, or joint venture relationship between Sugarcane and any User.

**2.2 User Responsibilities**

Sugarcane is not a party to contracts between Users. Business Owners and Creators are solely responsible for evaluating one another, entering into Service Contracts, and ensuring performance. Business Owners must evaluate Creator qualifications, negotiate deliverables, confirm background details if needed, and determine contract terms. Sugarcane does not conduct background checks or independently verify information submitted by Users. You are solely responsible for all due diligence and assume all risk in your engagements.

Note: Sugarcane may provide badges or indicators on User profiles. These are for convenience only and do not represent endorsement, vetting, or performance guarantees. Users are solely responsible for due diligence.

**2.3 Beta Tools**

We may offer optional beta tools to enhance the platform. These tools are for trial purposes only, may be changed or removed at any time, are not guaranteed to be reliable or secure, and are not covered by our Service guarantees. Use of beta tools is at your own risk.

Beta tools are not supported, not considered part of the core Services, and may be discontinued without notice. Unless otherwise specified, any beta tool trial period expires upon the earlier of one year from access or the tool's general availability. Beta tools are excluded from Service Level Agreements, warranties, and uptime guarantees that may apply to the platform generally.

**2.4 Compliance and Responsibility**

You are solely responsible for complying with all laws and regulations related to taxes, insurance, employment classification, and licensing. Sugarcane does not provide legal advice or assume responsibility for compliance outcomes. You agree to meet all legal obligations for your business and Creator relationships.

If we are audited, you agree to cooperate by providing relevant business records or documentation as reasonably requested to demonstrate your independent business status.

**2.5 Data Security**

We will maintain administrative and technical safeguards for protection of the security, confidentiality, and integrity of your Data. These safeguards will include, but are not limited to, measures to prevent unauthorized access, use, modification, or disclosure of your Data by our personnel except (a) to provide Sugarcane’s Services and address service or technical issues, (b) as required by law, or (c) as expressly permitted by you in writing.

While we implement commercially reasonable safeguards, you acknowledge that no system is completely secure and you use the Services at your own risk.

**2.6 Worker Classification and Employment Liability Disclaimer**

 Users acknowledge and agree that Sugarcane explicitly disclaims all responsibility, liability, and involvement in relation to Users’ employment decisions, worker classification determinations, compensation, benefits administration, payroll practices, tax compliance obligations, insurance coverage, or any labor or employment-related issues.

Each User 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 User’s engagement of workers or contractors through the Sugarcane platform.

**Section 3 Marketplace Feedback and User Content**

**3.1 User Content**

You are solely responsible for all content you post or submit through the Sugarcane platform, including profile information, campaign descriptions, service listings, and communications with other Users. Sugarcane does not pre-screen User Content and has no obligation to monitor, edit, or remove content except as required by law or under this Agreement.

You grant Sugarcane a limited, worldwide, royalty-free license to use, host, display, and reproduce your User Content solely to operate, improve, and promote the Services. You represent that you have all necessary rights to grant this license and that your content does not violate any third-party rights or applicable laws, including those related to advertising, privacy, or consumer protection.

**3.2 Feedback System**

Users may leave feedback about other Users after a campaign or Service Contract. This may include ratings, written reviews, indicators of satisfaction, and other metrics (“Composite Information”).

Composite Information is made publicly available and may be used by Sugarcane to display rankings, summaries, or highlights on the platform. Sugarcane does not monitor or verify feedback and is not liable for any resulting consequences. Feedback reflects opinions and experiences and does not constitute a guarantee, recommendation, or endorsement.

Composite Information is based on User-submitted data and is not verified by Sugarcane. Users should not rely solely on this information when making hiring or engagement decisions. You may not use Composite Information to make credit, employment, insurance, or other legally regulated decisions.

**3.3 Intellectual Property**

You may only upload or share content (including brand assets, videos, text, music, or images) that you own or are properly authorized to use. You are responsible for ensuring your content does not infringe on any third-party intellectual property rights. Uploading infringing content may result in account suspension, termination and/ or legal action.

**3.4 Content Removal and Moderation**

Sugarcane may remove or restrict access to any content that it determines, in its sole discretion, violates this Agreement, the Terms of Service, applicable law, or the rights of others.

If Sugarcane receives credible information or a legal request indicating that certain User Content may be infringing or unlawful, we may remove the content, restrict account access, or require the User to resolve the issue before continued use of the platform.

Sugarcane may take down or restrict content or accounts at any time, in its sole discretion, with or without notice, and is not required to disclose the basis for such actions. Removal of content does not waive Sugarcane’s right to pursue other remedies, including termination or legal action.

If you believe your intellectual property has been misused on the platform, you may submit a notice to team@sugarcane.life with appropriate details for review.

**3.5 Feedback Dispute Resolution**

If a User reasonably believes that feedback provided by another User is inaccurate, unfair, defamatory, retaliatory, or otherwise violates Sugarcane’s Terms of Service or applicable law, the affected User may submit a written Feedback Dispute Notice to Sugarcane at team@sugarcane.life within thirty (30) calendar days of the feedback’s initial posting. Such Notice must clearly specify:

* The specific feedback at issue;
* The basis or grounds for disputing its accuracy or appropriateness;
* Any supporting evidence or documentation available to substantiate the claim.

Sugarcane shall review the Feedback Dispute Notice and the related feedback in question within fourteen (14) calendar days of receipt. Sugarcane, at its sole discretion, may choose to:

* Remove or edit the disputed feedback;
* Maintain the feedback unchanged;
* Temporarily suspend visibility of feedback during review.

Sugarcane’s final determination regarding feedback disputes is binding and not subject to further review or appeal by Users. Users explicitly agree that Sugarcane shall bear no liability whatsoever for decisions made under this feedback dispute process.

**Section 4 Confidentiality**

### **4.1 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.

### **4.2 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.

### **4.3 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.

### **4.4 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.

### **4.5 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.

### **4.6 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 5 Service Contracts and Creator Relationships**

**5.1 Service Contracts**

Users, not Sugarcane, are responsible for deciding whether to enter into agreements with other Users and for determining the terms of those agreements.

If you enter into a Service Contract with a Creator, that contract is a direct relationship between you and the Creator. Sugarcane is not a party to any Service Contract and is not responsible for any obligations, terms, conditions, representations, payments, or liabilities that arise from such contracts.

Users may enter into any agreements they deem appropriate (e.g., confidentiality terms, rights assignments, ownership of deliverables), provided that such agreements do not amend, override, or conflict with Sugarcane’s rights or obligations under this Agreement or the Terms of Service.

Users may choose to adopt Sugarcane’s Optional Service Contract Terms in whole or in part. These are provided as a sample and do not constitute legal advice or create an attorney-client relationship. Sugarcane makes no representations regarding their suitability or enforceability for your jurisdiction, needs, or regulatory obligations.

Sugarcane does not guarantee that either party will fulfill the terms of a Service Contract. Users may use the dispute resolution procedures outlined in the Optional Service Contract Terms or pursue other legal or equitable remedies at their discretion.

**5.2 Worker Classification**

Business Owners are solely responsible for determining whether to engage Creators as employees or independent contractors and for ensuring proper classification under applicable law. You must comply with all local, state, and federal employment laws, including those governing compensation, benefits, and tax withholding.

Sugarcane is not responsible for and does not participate in worker classification decisions. Nothing in this Agreement creates an employment, agency, or joint venture relationship between Sugarcane and any User. Sugarcane disclaims any responsibility for the terms, conditions, compensation, deliverables, work environment, or schedule between Business Owners and Creators.

**5.3 Disputes Among Users**

In the event of a dispute between Users, you agree to follow the procedures set forth in the Optional Service Contract Terms unless you have agreed to an alternative process in writing.

Sugarcane is not obligated to mediate, arbitrate, or otherwise become involved in any User-to-User dispute. We may, at our sole discretion, offer informal support or messaging tools but do not assume responsibility for outcomes or enforceability.

If a User seeks an order from a court or arbitration tribunal that compels Sugarcane to take action with respect to an Account or content, the requesting party must: (a) provide Sugarcane with at least five (5) business days’ written notice of the requested action or hearing; (b) ensure Sugarcane has been paid in full for all outstanding fees and obligations; and (c) reimburse Sugarcane for its reasonable costs associated with complying with the order, including legal fees and administrative time.

Sugarcane reserves the right to challenge or decline to comply with any court or arbitration order that is unclear, conflicts with applicable law, or imposes an unreasonable burden.

**Section 6 Fees and Payment Terms**

**6.1 Service Fees**

Business Owners agree to pay Sugarcane subscription-based Service Fees in exchange for access to the platform, including campaign management tools, Creator discovery, and optional dispute assistance. Unless otherwise stated in writing, Services are offered as annual subscriptions.

Service Fees are based on the subscription purchased, not actual usage, duration, or results. Fees are non-cancelable and non-refundable, regardless of whether a Business Owner uses the Services or completes any Service Contracts. The subscription is not contingent on any minimum number of campaigns or deliverables.

Sugarcane does not introduce, match, or recommend specific Users. Business Owners and Creators discover one another independently. No fees are charged for viewing profiles, campaigns, or feedback.

**6.2 Billing and Payment Authorization**

All subscription charges are billed in advance. Payment is made by credit card or other approved method, on a monthly or annual basis depending on your plan. Business Owners must provide accurate and current billing and contact information and update it promptly if any changes occur.

By submitting a Payment Method, you authorize Sugarcane to store your payment credentials and to charge your Payment Method for all subscription and other amounts owed under this Agreement. You also authorize Sugarcane to use third-party service providers to manage payment processing subject to our Privacy Policy.

You represent that you are authorized to use the designated Payment Method and that sufficient funds or credit are available. If payment fails, you remain responsible for all outstanding amounts, which must be paid through an alternative method promptly.

Sugarcane is not liable for incomplete or failed transactions due to card limitations, processor errors, or account restrictions.

**6.3 Defaults and Remedies**

A Business Owner is in default if they: (a) fail to pay any subscription fee or invoice when due; (b) have a credit card declined and fail to resolve it promptly; (c) initiate a chargeback; (d) cause a past-due balance by any act or omission.

Upon default, Sugarcane may, without prior notice:

1. suspend or terminate access to the Services;
2. revoke permissions to manage campaigns;
3. restrict the ability to initiate or accept contracts.

Fees remain payable for the full term of the subscription, even after suspension or termination unless such termination is due to Sugarcane’s inability to provide the Services.

Sugarcane may collect overdue amounts using any available Payment Method, offset unpaid balances using other funds held on your behalf, report delinquencies to credit agencies, and pursue legal remedies, including interest, attorneys’ fees, and recovery of collection costs.

**6.4 Suspension and Acceleration**

If any payment remains overdue for a period exceeding thirty (30) days, Sugarcane may accelerate your remaining payment obligations for the full subscription term. We may also suspend Services until the balance is paid.

**6.5 No Refunds or Chargebacks**

All payments made to Sugarcane are final and non-refundable, except as required by applicable law. By agreeing to these terms, you waive the right to initiate a chargeback. You must resolve all disputes related to charges through Sugarcane’s dispute resolution process. See Section 14.

Unauthorized chargebacks constitute a breach of this Agreement and may result in account closure, suspension of services, collections activity, and legal action.

**6.6 Taxes**

All Service Fees are exclusive of applicable taxes unless otherwise stated. Business Owners are solely responsible for paying all taxes imposed on or arising from the purchase and use of the Services, excluding any taxes based on Sugarcane’s income or employment.

If we are required by law to collect taxes from you, such taxes will be added to your invoice unless you provide a valid tax exemption certificate.

**6.7 No Reliance on Future Features**

Your subscription is not contingent on the delivery of any future features, enhancements, or platform updates. Sugarcane may change, suspend, or remove features at its discretion and makes no guarantees regarding platform roadmap items or upgrade timelines.

**Section 7 Proprietary Rights and Licenses**

**7.1 Ownership**

Subject to the limited rights expressly granted under this Agreement, Sugarcane and any licensors retain all right, title, and interest in and to the Site and Services, including all related intellectual property, software, visual design, and proprietary technology. No rights are granted to Business Owners except as specifically outlined in this Agreement and the Terms of Service.

**7.2 License to Use the Services**

Business Owners are granted a non-exclusive, non-transferable, worldwide, limited-term license to access and use the Services, solely in accordance with this Agreement and contingent on full payment of applicable subscription fees. This license is revocable, and Sugarcane reserves the right to suspend or terminate access if you violate the Terms of Service.

**7.3 License to Sugarcane**

You grant Sugarcane and its affiliates a limited, worldwide, non-exclusive license to host, copy, transmit, and display your Data and intellectual property solely as needed to provide the Services. This includes content you upload to your Profile, Campaigns, and any Work Product associated with use of the platform. Except as stated here, Sugarcane acquires no ownership in your content or IP.

**7.4 Feedback and Suggestions**

You grant Sugarcane and its affiliates a perpetual, irrevocable, royalty-free, worldwide license to use, incorporate, and commercialize any feedback, suggestions, or recommendations you submit, for any purpose, including improvement and marketing of the Services. Sugarcane has no obligation to use or credit such submissions.

**7.5 Marketing License**

You grant Sugarcane a non-exclusive, royalty-free, worldwide license to use your company name, logo, and publicly available content posted through the platform for promotional purposes. This includes online listings, case studies, pitch materials, investor presentations, and customer lists.

If you prefer not to be identified publicly as a customer, you may opt out of this marketing license by submitting a written request to team@sugarcane.life.

**7.6 Proprietary Rights and Licenses**

Sugarcane explicitly agrees not to use, and is prohibited from using, any User-uploaded content or User-generated Deliverables to train, develop, test, or enhance artificial intelligence or machine learning models, or similar technologies, without the explicit, written consent of the original content owner. Users also explicitly agree not to use, permit, or facilitate the use of content obtained through the Sugarcane platform for such AI training purposes without clear written authorization from the content’s original creator."

**7.7 Publicity Rights, Paid Promotion, and FTC Compliance**
Sugarcane may use a User’s business name, logo, and publicly posted content to promote the Sugarcane platform in organic, unpaid marketing materials such as platform listings, case studies, and investor decks.

However, Sugarcane shall not use any individual’s personal name, likeness, persona, image, voice, or biographical information (collectively, “Persona”) in any paid advertisements, sponsored posts, or external marketing campaigns without first obtaining separate, written opt-in consent from the individual whose Persona will be used.

If Sugarcane or any User utilizes another User’s Persona in promotional or testimonial materials (whether paid or unpaid), such use shall:

* Be factually accurate;
* Comply with all applicable laws and regulations regarding privacy, right of publicity, and advertising;
* Clearly and conspicuously disclose any material connections, including compensation or in-kind benefits, in accordance with the Federal Trade Commission (FTC) Endorsement Guides.

Nothing in this Agreement grants Sugarcane, Business Owners, or any third party the right to use a Creator’s or Business Owner’s Persona for commercial or advertising purposes beyond what is explicitly licensed or permitted in writing.

Users may revoke previously granted promotional permissions with respect to future marketing campaigns at any time upon written notice, provided that such revocation does not require Sugarcane or another User to recall or take down previously distributed materials.

**Section 8 Records of Compliance**

**8.1 Data Portability, Retention, and Platform Records**

Users are solely responsible for maintaining copies of any materials, communications, contracts, feedback, or content related to their use of the platform. Sugarcane does not guarantee the preservation or continued availability of any User-submitted or User-generated data after account closure or contract termination, unless otherwise required by law.

Upon written request, Sugarcane may, at its discretion and subject to availability, provide Users with a one-time export of accessible account or campaign data in a commonly used, machine-readable format. Sugarcane may charge a reasonable administrative fee for fulfilling such requests and is not obligated to comply with requests:

* After more than sixty (60) days have passed since account termination or deactivation;
* Involving deleted or overwritten data;
* Where doing so would violate legal or contractual confidentiality obligations.

Sugarcane retains the right to archive, retain, or securely destroy User data after account closure or termination for compliance, dispute resolution, fraud prevention, or legal defense purposes. Users agree that Sugarcane shall bear no liability for lost, inaccessible, or deleted data, and that post-termination data retention shall be governed solely by Sugarcane’s internal data governance policies and applicable law.

**Section 9 Warranty Disclaimer**

**9.1 No Warranties**

Sugarcane and its affiliates make no guarantees that the Services will be uninterrupted, error-free, secure, or free of defects. The availability and performance of the Site may be affected by factors outside Sugarcane’s control, including internet and hosting infrastructure.

**9.2 As-Is Basis**

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES, SITE, CONTENT, FEATURES (INCLUDING BETA FEATURES), AND ALL ASSOCIATED MATERIALS ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUGARCANE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING: (a) WARRANTIES OF TITLE, NON-INFRINGEMENT, AND ACCURACY; (b) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (c) ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

**9.3 Third-Party Dependencies**

Sugarcane is not responsible for any harm or damages caused by third-party service providers, hosting infrastructure, internet outages, platform integrations, or external software components. Your use of any third-party services or integrations accessed through the Site is at your sole risk and subject to the terms of those providers.

**9.4 No Guarantee of Results**

Sugarcane makes no warranty or representation as to the success or outcome of any Campaign, Service Contract, Creator engagement, or business objective that may be associated with your use of the Services.

**9.5 Limitation by Jurisdiction**

Some jurisdictions do not allow the exclusion of certain warranties. In such cases, Sugarcane’s liability will be limited to the maximum extent permitted under applicable law.

**Section 10 Limitation of Liability**

**10.1 General Limitation**

To the maximum extent permitted by law, Sugarcane and its affiliates will not be liable for any damages or losses arising from or relating to the Terms of Service, this Agreement, or the Services. This includes, without limitation: (a) your use of or inability to use the Site or Services; (b) delays, interruptions, or service outages; (c) viruses, malware, or other harmful components accessed through the Services; (d) bugs, errors, or inaccuracies; (e) hardware damage; (f) conduct, content, or services of third parties; (g) account suspensions or restrictions; (h) reliance on data, metrics, feedback, or platform analytics; (i) business decisions, campaign performance, or commercial outcomes resulting from your use of the platform.

**10.2 Indirect Damages**

In no event will Sugarcane, its affiliates, licensors, or service providers be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages. This includes but is not limited to:

1. lost revenue or profits;
2. lost business opportunities;
3. lost data;
4. reputational harm;
5. costs related to litigation, service interruptions, data restoration, or reinstallation.

**10.3 Liability Cap**

Sugarcane’s aggregate liability for any claim arising out of or related to this Agreement or the Services, regardless of the form of action, will not exceed the total amount of Service Fees paid by you to Sugarcane in the six (6) months immediately preceding the event giving rise to the claim.

**10.4 Scope of Application**

These limitations apply to all legal theories of liability, including contract, tort, negligence, strict liability, or otherwise—even if Sugarcane was advised of the possibility of such damages, and even if any limited remedy fails of its essential purpose.

**10.5 Jurisdictional Limitations**

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages. If applicable law restricts these limitations, they will apply to the fullest extent permitted.

**Section 11 Release**

**11.1 General Release**

You agree not to hold Sugarcane, its affiliates, or its personnel responsible for any dispute, claim, or controversy you may have with another User. This includes, but is not limited to, disagreements over deliverables, payments, timelines, intellectual property, content, performance, or conduct.

**11.2 Release of Claims**

Because Sugarcane is not a party to Service Contracts or other independent arrangements between Users, you release Sugarcane and its officers, directors, employees, contractors, agents, subsidiaries, joint ventures, and service providers from all claims, demands, and damages (actual or consequential) of any kind or nature, known or unknown, arising out of or in any way related to disputes with other Users.

This release applies regardless of the cause of action or the legal theory asserted, including breach of contract, negligence, misrepresentation, fraud, interference with business relationships, or defamation.

**11.3 California Waiver and Similar Protections**

If you are a California resident, you acknowledge and agree to waive California Civil Code § 1542, which states:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

You also waive the protections of any similar law or doctrine in any other jurisdiction to the extent allowed by law.

**11.4 No Obligation to Intervene**

Sugarcane is not obligated to mediate, arbitrate, investigate, or otherwise intervene in any dispute between Users. While we may, at our discretion, provide informal support or technical assistance, we do not assume responsibility for the outcome or enforcement of any User dispute.

**Section 12 Indemnification**

**12.1 Your Indemnification of Sugarcane**

You agree to indemnify, defend, and hold harmless Sugarcane, its affiliates, and their respective directors, officers, employees, representatives, contractors, and agents (“Indemnified Parties”) from and against all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees) (“Indemnified Claims”) arising out of or related to: (a) your or your agents’ use of the Site or Services; (b) any Default under Section 6.3; (c) infringement, misappropriation, or unauthorized use of intellectual property or proprietary rights; (d) any Work Product or User Content you provide or publish; (e) Service Contracts you propose, enter into, or fail to perform; (f) misclassification of a Creator as an employee or contractor and any resulting employment-related claims; (g) breach of this Agreement or the Terms of Service; (h) violation of applicable laws, rules, or regulations; (i) gross negligence, willful misconduct, or fraud; or (j) any claim that your use of the Services infringes the rights of a third party, including rights of privacy or publicity.

For the purposes of this section, “your agents” includes your employees, independent contractors, anyone using your credentials with apparent authority, and any Campaign Managers linked to your account.

**12.2 Sugarcane’s Indemnification of You**

Sugarcane agrees to indemnify, defend, and hold harmless you and your affiliates, officers, and employees from and against Indemnified Claims resulting from: (a) claims that the Site or Services (excluding User Content) directly infringe valid, enforceable third-party intellectual property rights; (b) Sugarcane’s gross negligence, willful misconduct, or material violation of applicable law in providing the Services.

**12.3 Indemnification Definitions**

“Indemnified Claim” means any claim, demand, lawsuit, proceeding, regulatory investigation, or legal action brought by a third party (including other Users) against an Indemnified Party arising from a cause listed above.

“Indemnified Liability” means any resulting liability, loss, damage, settlement, penalty, cost, or expense (including legal fees and costs) suffered or incurred by the Indemnified Party.

**12.4 Conditions and Limitations**

The indemnified party must promptly notify the indemnifying party in writing of any claim, provide reasonable cooperation at the indemnifying party’s expense, and grant the indemnifying party sole control over the defense and settlement of the claim (provided that no settlement admits liability or imposes obligations without the indemnified party’s prior written consent).

**12.5 Exclusive Remedy**

This Section 12 sets forth the sole liability of the indemnifying party and the exclusive remedy of the indemnified party for the Indemnified Claims described herein.

**Section 13 Agreement Term and Termination**

**13.1 Term**

This Agreement begins on the date you first accept it and continues until all subscriptions and obligations under this Agreement are terminated or expire in accordance with these terms.

**13.2 Subscription Renewal and Pricing**

Subscriptions are annual and will automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least sixty (60) days before the current term ends. Sugarcane may increase pricing at the time of renewal by up to 20% without notice, and by more than 20% with at least seventy-five (75) days’ notice before the renewal date.

**13.3 Termination for Cause**

Either party may terminate this Agreement with thirty (30) days’ written notice if the other party materially breaches the Agreement and fails to cure such breach within that period. Either party may also terminate immediately if the other becomes insolvent, files for bankruptcy, or ceases operations.

**13.4 Effect of Termination**

If you terminate for cause, Sugarcane will refund any unused prepaid subscription fees on a pro rata basis. If Sugarcane terminates for cause, you must pay all remaining fees due through the end of your subscription term. Termination does not relieve you of payment obligations accrued before the effective date of termination.

**13.5 Ongoing Campaigns and Contracts**

Termination of this Agreement does not automatically cancel active Campaigns or Service Contracts between Users. These contracts continue independently and are subject to their own terms. If you choose to terminate while active campaigns are in progress, you instruct Sugarcane to close such campaigns on your behalf and acknowledge that you remain responsible for all outstanding obligations.

**13.6 Termination by Sugarcane**

Sugarcane may suspend or terminate your account or access to the Services without prior notice if: (a) you breach this Agreement or any part of the Terms of Service; (b) you provide false, misleading, or incomplete information; (c) your conduct creates legal risk or endangers the platform or other Users; (d) Sugarcane is required to do so by law or court order.

Sugarcane may block creation of new accounts and reclaim usernames or campaign data as necessary. Termination also applies to all linked Campaign Manager accounts.

**13.7 Notice to Collaborators**

Sugarcane may, but is not obligated to, notify other Users with whom you have active or recent engagements that your account has been closed, and may include a brief summary of the reason, unless prohibited by law. Sugarcane is not liable for any notice given or not given.

**13.8 Content and Data Retention**

Following account closure, your access to stored content and platform features will be revoked. Sugarcane may delete User Content and related data, subject to applicable law and the Privacy Policy. We may retain necessary records for audit, compliance, and enforcement purposes.

**13.9 Survival**

Any provisions that by their nature should survive termination shall remain in effect. This includes but is not limited to: arbitration, audit rights, intellectual property, indemnification, payment obligations, limitations of liability, and dispute resolution mechanisms.

**Section 14 Disputes Between You and Sugarcane**

**14.1 Overview**

PLEASE READ THIS SECTION CAREFULLY. It requires you and Sugarcane to resolve most disputes exclusively through final and binding individual arbitration, rather than in court, and limits your ability to bring claims as part of a class or representative action.

**14.2 Agreement to Arbitrate**

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.

**14.3 Waiver of Court Trial and Jury Trial**

BY AGREEING TO ARBITRATION, YOU AND SUGARCANE WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO BRING OR PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. The arbitrator’s decision will be final and binding and may be entered as a judgment in any court of competent jurisdiction.

**14.4 Governing Law and Arbitration Rules**

This Agreement is governed by the laws of the State of New York, except that this Arbitration Provision is governed by the Federal Arbitration Act (FAA).

Arbitration shall be conducted by JAMS under its Comprehensive Arbitration Rules and Procedures, or its Consumer Arbitration Minimum Standards if applicable, and take place in New York County, New York. If JAMS is unavailable, either party may petition a court to appoint a neutral arbitrator.

**14.5 Notice and Informal Resolution**

Before initiating arbitration, each party agrees to provide the other with written notice of the dispute, including relevant account information, a brief description of the dispute, and contact details. The parties will then attempt to resolve the matter informally within sixty (60) days. If unresolved, either party may initiate arbitration.

**14.6 Arbitration Procedures**

Arbitration may be conducted remotely by telephone, video conference, or document submission, or in person at a mutually agreed location. The arbitrator may award any relief that a court of law could, subject to limitations in this Agreement. The arbitrator has exclusive authority to resolve disputes regarding the interpretation, enforceability, or scope of this Arbitration Provision, except as otherwise stated below.

JAMS’ rules regarding fees will apply. You may review these rules at [www.jamsadr.com](https://www.jamsadr.com/).

**14.7 No Class Actions**

You agree to bring Claims only in your individual capacity and not as a plaintiff or class member in any purported class, collective, or representative proceeding. This is referred to as the “Class Action Waiver.”

If a court finds the Class Action Waiver to be unenforceable or that a class arbitration may proceed, this entire Arbitration Provision will be void as to that Claim.

**14.8 Exceptions**

This Arbitration Provision does not apply to: (a) claims for workers’ compensation, state disability insurance, or unemployment benefits; (b) claims properly brought in small claims court on an individual basis; (c) the filing of complaints with regulatory or government agencies.

**14.9 Severability and Survival**

If any portion of this Arbitration Provision is found unenforceable, the remainder will remain in full force and effect, except as stated in Section 14.7. This Arbitration Provision replaces all prior agreements on dispute resolution between the parties.

**Section 15 General**

**15.1 Contracting Entity**

Under this Agreement, you are contracting with Sugarcane UGC LLC, a Delaware limited liability company. Notices should be sent to team@sugarcane.life unless otherwise specified.

**15.2 Relationship of the Parties**

The parties are independent contractors. Nothing in this Agreement creates a partnership, franchise, joint venture, fiduciary, agency, or employment relationship between the parties. No third party shall be considered a beneficiary of this Agreement.

**15.3 Notices**

All notices under this Agreement must be in writing and shall be deemed delivered when: (a) personally delivered; (b) two (2) business days after being sent by certified mail with return receipt requested; (c) one (1) business day after being sent by nationally recognized overnight courier; or (d) one (1) business day after being emailed to the last known contact address (except for indemnification claims, which require physical delivery).

Notices to Sugarcane should be directed to Legal, 355 S. Main St., 1st Floor, Greenville, SC 29601.

**15.4 Third-Party Services and Integrations**

We may offer or link to third-party (non-Sugarcane) products or services. Your use of those services is governed by their own terms and privacy policies. Sugarcane disclaims responsibility for the functionality, security, or performance of such services.

If you enable a non-Sugarcane Application, you authorize it to access your Data as necessary for interoperability. Sugarcane is not liable for data loss, modification, or disclosure resulting from such access. If a non-Sugarcane provider discontinues support, Sugarcane may disable related features without liability or refund.

**15.5 Assignment**

You may not assign or transfer this Agreement without Sugarcane’s prior written consent, except in connection with a merger, acquisition, or sale of all or substantially all assets. You must provide Sugarcane written notice with transaction details. If Sugarcane does not object within seven (7) business days, the assignment is permitted. Any other assignment is void.

**15.6 Entire Agreement and Amendments**

This Agreement and the Terms of Service constitute the entire agreement between the parties and supersede all prior oral or written understandings. In the event of a conflict, this Agreement governs. Sugarcane may amend this Agreement by posting revised terms and, for material changes, providing reasonable notice. Changes take effect on the posted effective date.

No modification is binding unless posted on the Site or signed by Sugarcane. Email alone does not constitute a valid amendment. Sugarcane’s failure to enforce a term does not waive its right to do so later.

**15.7 Severability**

If any provision of this Agreement is found unenforceable, that provision will be limited or modified to fulfill its intent to the maximum extent permitted by law. All other provisions remain in full effect.

**15.8 Force Majeure**

Neither party will be liable for delay or failure to perform due to events beyond its reasonable control, including natural disasters, pandemic, war, terrorism, labor disputes, internet failures, or legal restrictions.

**15.9 Export and Compliance**

The Services are operated from the United States and subject to U.S. export laws and regulations. You may not access or use the Services in violation of such laws or in jurisdictions subject to U.S. trade sanctions. You represent that neither you nor your business is located in, or owned or controlled by persons in, restricted countries or named on any U.S. government denied-party list.

**15.10 Language**

This Agreement is drafted in English and the English version governs. Translations are provided for convenience only.

**15.11 Electronic Communication**

You consent to receive all communications, notices, and disclosures from Sugarcane electronically, including via email, Site postings, and account dashboards. You agree such communications satisfy legal requirements that they be in writing.

**Definitions**

**Account**: A registration on the Sugarcane platform allowing access to the Services, including Business Owner, Campaign Manager, or Creator Accounts.

**Agreement**: This Business Owner’s Agreement, including all referenced or incorporated terms, policies, and conditions.

**Beta Tools**: Optional, trial-phase platform features offered by Sugarcane for evaluation purposes only, as described in Section 2.3.

**Business Owner**: A U.S.-based business entity that uses Sugarcane’s platform to create Campaigns, engage with Creators, and enter into Service Contracts. “You” refers to the individual or entity accepting this Agreement.

**Campaign**: A proposed engagement or content initiative created by a Business Owner through the platform to attract and contract with Creators.

**Campaign Manager**: An individual authorized by a Business Owner to manage Campaigns and communicate with Creators on their behalf through a separate Account.

**Composite Information**: Aggregated metrics, ratings, or summaries compiled by Sugarcane from User feedback and activity, visible on the platform.

**Confidential Information**: As defined in Section 4.1, includes proprietary, business, or sensitive information disclosed between parties.

**Content**: Any material submitted, uploaded, or displayed through the platform, including profiles, reviews, campaigns, service listings, and intellectual property.

**Creator**: A registered User offering creative services through the platform, including individuals or Creator Teams.

**Creator Team**: A Creator’s employees, contractors, or representatives authorized to participate in Campaigns or perform Creator Services.

**Data**: Any information, files, or digital material provided or submitted by a User to the platform.

**Default**: Any failure by a Business Owner to fulfill payment obligations, comply with platform rules, or respond to required actions, as further described in Section 6.3.

**Deliverables**: The creative output (e.g., images, videos, promotional content) resulting from a Campaign and provided by the Creator under a Service Contract.

**Feedback Dispute Notice**: A written submission by a User challenging platform feedback as inaccurate, unfair, or unlawful under Section 3.5.

**Indemnified Party / Indemnified Claim**: As defined in Section 12, refers to the party receiving indemnification and the types of third-party claims covered.

**Persona**: An individual’s name, image, voice, likeness, or personal identity elements protected under publicity or privacy laws.

**Platform** or **Site**: Sugarcane’s hosted digital environment through which Users manage Accounts, create Campaigns, and interact.

**Profile**: A Business Owner’s or Creator’s public-facing representation on the platform, including business or personal details, services, and credentials.

**Service Contract**: A contract entered into directly between a Business Owner and a Creator to perform specific Creator Services, whether using the Optional Service Contract Terms or customized terms.

**Services**: All features, tools, and access provided by Sugarcane through its Site, including account creation, campaign management, communication tools, and support services.

**Sugarcane**: Sugarcane UGC LLC, a Delaware limited liability company and the operator of the platform.

**Terms of Service**: The overarching agreement governing all User interactions with the platform, of which this Agreement is a part.

**User**: Any individual or entity registered on the Sugarcane platform, including Business Owners, Campaign Managers, and Creators.