**v1.2 July 22, 2025**

**Creators Agreement**

**Introduction**

This Creator’s Agreement (“Agreement”) is a legally binding contract between you (“you,” “Creator,” “Creator Team,” or “User”) and Sugarcane UGC LLC (“Sugarcane,” “we,” or “us”). It governs your access to and use of Sugarcane’s Site and Services (collectively, the “Services”) and contains important information about your rights, obligations, and remedies.

By using the Services—including visiting the Site, registering an account, or clicking “Accept” or similar prompts—you agree to comply with all applicable terms in Sugarcane’s Terms of Service, including this Agreement. Section 13 includes an arbitration provision and class action waiver applicable to claims in the United States; you may opt out of arbitration as described in that section.

You must read and understand this Agreement before using the Services. If you do not understand or agree to these terms, do not use the Services, create an account, or otherwise interact with the platform. If you are accessing the Services on behalf of a business or legal entity, you represent and warrant that you have the authority to bind that entity to this Agreement.

**Section 1 Creator Accounts**

**1.1 Creator Account Registration**

To access and use certain features of the Services, you must first register for a Creator Account, subject to Sugarcane’s approval.

You must be a resident of the United States or represent a business entity that is legally formed and operating in the United States to be eligible for registration.

All registration requests are subject to review and may be denied in Sugarcane’s sole discretion for any lawful reason. This includes, but is not limited to, business needs, operational constraints, compliance risks, fraud prevention concerns, or data integrity considerations. Sugarcane may, in its sole discretion, require identity or eligibility verification prior to or after account approval.

Sugarcane expressly reserves the right to suspend, restrict, or revoke any account access—whether pending or previously approved—at any time, with or without notice, if it determines that doing so is necessary to protect the integrity of the platform, comply with applicable law, or enforce the Terms of Service.

Registration and continued access to the Services are contingent on your compliance with this Agreement and all other applicable Terms of Service.

**1.2 Creator Account Eligibility – Business Requirements**

Sugarcane’s Services are intended solely for business use and are not available for personal or consumer purposes.

By registering for a Creator Account or using the Services, you represent and warrant that:

(a) You are operating as a self-employed individual or on behalf of a legally established business (e.g., LLC, corporation);

(b) You are using the Services exclusively for business purposes;

(c) You are at least 18 years old and legally capable of entering into binding contracts;

(d) You or your business is based in the United States and authorized to conduct business there;

(e) You comply with all applicable local, state, and federal laws, including those governing licensing, permits, registration, insurance, and any other legal requirements for offering Creator Services.

You are solely responsible for obtaining, maintaining, and complying with any business licenses, permits, registrations, insurance policies, or other documentation required to lawfully operate your business or provide Creator Services. Sugarcane does not verify or monitor your compliance with such requirements and will not be liable for your failure to meet any legal obligations.

### **1.3 Profile and Information Accuracy**

Upon registration, you must complete a User profile (“Profile”) that may be visible to the public. You agree to provide complete and accurate information in your Profile and in all communications with Sugarcane and other Users. You also agree to keep all such information current and promptly correct any false, misleading, or outdated content.

You must not misrepresent or omit material facts about your identity, location, business, beneficial ownership, qualifications, licenses, insurance, or services. Sugarcane may rely on the accuracy of the information you provide and will not be liable for any misrepresentations or omissions.

**1.4 Intellectual Property and Content Standards**

You may only post content and intellectual property to the Services that you own or are properly licensed and authorized to use. You represent and warrant that such content does not infringe upon the rights of any third party, including copyright, trademark, publicity, or other proprietary rights.

You are solely responsible for ensuring your use of any intellectual property on the platform complies with applicable law and this Agreement.

**1.5 Usage Restrictions**

To preserve the integrity, security, and lawful operation of the platform, you agree not to misuse the Services in any way. Without limitation, you agree to comply with the following restrictions:

#### **(A) Prohibited Use of Services**

You may not use the Services to:

* (i) Provide access to the Services or Sugarcane Content to any unauthorized person;
* (ii) Sell, sublicense, lease, rent, or otherwise distribute the Services or Sugarcane Content;
* (iii) Include the Services in a service bureau or outsourced solution;
* (iv) Store or transmit unlawful, infringing, libelous, or tortious material;
* (v) Store or transmit personal health data or other unrelated sensitive data;
* (vi) Introduce or distribute viruses, malware, or other malicious code.

#### **(B) Access and Security Restrictions**

You agree not to:

* (i) Attempt to gain unauthorized access to any Sugarcane system, Service, or Content;
* (ii) Interfere with or disrupt the performance, security, or integrity of the Services or any connected systems;
* (iii) Circumvent, disable, or otherwise interfere with any contractual usage limits or access controls.

#### **(C) Intellectual Property and Competitive Use**

You further agree not to:

* (i) Copy, replicate, or reproduce any part of the Services or Sugarcane Content;
* (ii) Frame, mirror, or otherwise display the Services or Content in unauthorized environments;
* (iii) Access or use the Services to build a competing product or service;
* (iv) Reverse engineer, decompile, or disassemble any part of the Services, except as explicitly permitted by law.

**(D) Enforcement**

Sugarcane reserves the right to investigate any suspected violation of this Section. We may suspend or permanently revoke your Account access—without prior notice—if we determine, in our sole discretion, that your use of the Services violates these restrictions, applicable law, or poses a risk to the platform, Sugarcane, or other Users.

### **1.6 Other Account Types**

#### **(A) Account Structure and Access**

Sugarcane offers three account types: **Business Owner**, **Campaign Manager**, and **Creator**. Each person may register only one Account and must use a unique login. You may not maintain or control multiple account types simultaneously.

You may not share your Account credentials with anyone. If you create an Account as an agent or employee of a company, you represent and warrant that you are authorized to bind that business to the Terms of Service. Only one representative may register a Creator Account on behalf of a given business or Creator.

Sugarcane reserves the right to suspend or terminate any account if we determine, in our sole discretion, that it was created in violation of these restrictions.

#### **(B) Responsibility for Agents and Representatives**

If you authorize others to act on your behalf—such as employees, contractors, or representatives—you are solely responsible for their actions and for complying with all applicable laws, including those governing worker classification and payment.

Specifically, the Creator Account owner is solely responsible for:

* (i) Determining whether your agents are classified as employees or independent contractors;
* (ii) Compensating such individuals in accordance with law or contract; and
* (iii) Ensuring that those individuals comply with the Terms of Service.

### **1.7 Account Permissions**

#### **(A) Restrictions on Account Access**

You may not grant other Users access to your Account or allow them to act on your behalf, except that an authorized employee or agent may create an Account for your business.

If someone creates or uses an Account for your benefit, you represent and warrant that:

* (i) They are fully authorized to act on your behalf; and
* (ii) You accept full responsibility and liability for their actions and omissions, including those related to profile creation, campaign applications, messaging, and entering into contracts.

Each Account must be tied to a single authorized individual. Sharing credentials or permitting unauthorized access is a violation of this Agreement.

#### **(B) Responsibility and Enforcement**

You are responsible for any breach of the Terms of Service committed by anyone acting through your Account.

If any authorized or unauthorized user violates the Terms of Service, Sugarcane may, in its sole discretion:

* (i) Restrict, suspend, or terminate your Account and related Accounts;
* (ii) Withdraw or disable access to ongoing campaigns;
* (iii) Take any other action necessary to protect the platform or other Users.

### **1.8 Identity and Location Verification**

#### **(A) Verification Authorization**

Sugarcane may, at any time and in its sole discretion, require verification of your identity, physical location, business registration, or authority to act on behalf of a business. Verification may involve:

* Validation against third-party databases,
* Submission of government-issued identification or legal documents, and
* Confirmation of control over business, email, or financial accounts.

You authorize Sugarcane and its service providers to make any inquiries necessary to verify your identity and eligibility, subject to applicable law.

#### **(B) Cooperation Requirements and Enforcement**

When requested, you must promptly provide accurate, complete, and current information and documents, and cooperate with all reasonable verification efforts.

While verification is pending, Sugarcane may restrict or suspend access to your Account and related features. Failure to comply with verification requirements—or the submission of false, misleading, or incomplete information—may result in denial of registration, suspension of access, or permanent Account closure, at Sugarcane’s sole discretion.

### **1.9 Usernames and Passwords**

#### **(A) Account Credentials and Security**

Each individual who uses the Services must have their own Account with a unique username and password. You are solely responsible for safeguarding the confidentiality of your login credentials and for all activity that occurs under your Account.

You may not share your username or password with any other person. You may not use another User’s login credentials under any circumstances.

#### **(B) Unauthorized Access and Enforcement**

You must notify Sugarcane immediately if you suspect or become aware of any unauthorized use of your Account or compromise of your password.

Sugarcane may suspend or terminate your access to the Services if it determines, in its sole discretion, that your Account has been compromised, misused, or accessed in violation of this Agreement.

**1.10 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, campaign application submissions, entering into Service Contracts, approvals of licensing terms, or submission 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 Platform Purpose, Scope, and Sugarcane’s Role**

### **2.1 Purpose of Sugarcane**

Sugarcane is a work marketplace platform designed to connect Business Owners (and their Campaign Managers) with Creators who offer creative and promotional services. The platform enables Users to discover, evaluate, and engage one another to enter into Service Contracts for Creator Services.

Sugarcane provides the technological infrastructure to support this marketplace, including tools for profile creation, campaign applications, messaging, and account management. While Sugarcane facilitates these connections, it does not direct or supervise the work performed under Service Contracts and is not a party to any agreement between Users.

### **2.2 Sugarcane’s Responsibilities**

#### **(A) Scope of Sugarcane’s Role**

Sugarcane agrees only to perform the duties expressly set forth in this Agreement and the Terms of Service. No other duties are implied or assumed.

Sugarcane is not a party to any Service Contract between Users and does not monitor, supervise, or guarantee the performance of any User under such contracts. We are not responsible for the accuracy, content, or legality of any agreement, communication, or content exchanged between Users—even if such exchanges occur on our platform.

We may rely in good faith on any instruction or notice submitted through the platform that reasonably appears to be authorized, and we are not obligated to verify the validity of such submissions.

If we receive conflicting instructions or are uncertain about our obligations under this Agreement, we may suspend action until we receive a final determination from a court or arbitrator.

#### **(B) Platform Availability and Technical Operations**

Sugarcane will use commercially reasonable efforts to make the platform available 24 hours a day, 7 days a week, excluding:

* Scheduled maintenance, typically between Friday 9:00 p.m. and Monday 3:00 a.m. ET;
* Downtime caused by events beyond Sugarcane’s reasonable control (e.g., natural disasters, cyberattacks, third-party outages, acts of government, or force majeure).

We may execute our responsibilities directly or through agents, contractors, or service providers, and are responsible only for the careful selection of such parties—not their performance.

#### **(C) Data Protection and Privacy**

Sugarcane will maintain administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of User data. These safeguards include protections against unauthorized access, use, modification, or disclosure by Sugarcane personnel, except:

* As required to operate the Services;
* As compelled by law or legal process;
* As expressly authorized by the User in writing.

### **2.3 Relationship with Sugarcane**

#### **(A) No Employment or Agency Relationship**

Sugarcane is an independent platform provider and does not act as an employer, agent, joint venturer, franchisor, or representative of any User. Nothing in this Agreement creates an employment, agency, or joint venture relationship between Sugarcane and any User. All Users act independently and at their own direction.

#### **(B) User Autonomy and Responsibilities**

Users are solely responsible for:

* Evaluating, vetting, and selecting other Users;
* Deciding whether to enter into a Service Contract and under what terms;
* Performing, enforcing, and managing their obligations under any such Service Contract;
* Determining whether to engage other parties (e.g., agents, subcontractors, employees), and classifying and paying them accordingly;
* Complying with all applicable laws and regulations related to their services, contracts, or business practices.

Sugarcane does not supervise or monitor User activity, verify User identity or qualifications, or guarantee the performance or legality of services provided through the platform.

Service Contracts entered into via Sugarcane are exclusively between the participating Users. Sugarcane is not a party to these contracts and assumes no liability related to their negotiation, execution, or enforcement.

Sugarcane is not responsible for resolving disputes between Users. While Sugarcane may, in its sole discretion, offer informal tools or communication features to assist Users, it does not mediate, arbitrate, or adjudicate any dispute. Users are solely responsible for enforcing their own rights under any Service Contract or applicable law.

#### **(C) Sugarcane Badges and Platform Features**

Sugarcane may display badges, labels, or designations on User profiles (e.g., “Verified” or “Featured”). These indicators are informational only and do not constitute a guarantee, endorsement, warranty, or certification of any kind.

Such features do not reflect any formal vetting, background checks, or verification beyond what is expressly disclosed. Users are solely responsible for conducting their own due diligence when engaging with other Users.

### **2.4 Beta Tools**

From time to time, Sugarcane may offer optional beta tools or features to enhance the platform. These beta tools are provided solely for evaluation and testing purposes, and their functionality, availability, or reliability is not guaranteed. Use of beta tools is entirely at your own risk.

Beta tools are not considered part of the core Services, are not supported, and may be modified, suspended, or discontinued at any time without notice. Unless otherwise stated, any beta access will expire on the earlier of (i) one year from the date access was granted, or (ii) the date the tool becomes generally available.

Beta tools are excluded from all warranties, Service Level Agreements, support obligations, and uptime guarantees that may apply to the platform generally. Sugarcane disclaims all liability arising from or related to the use of any beta tool.

### **2.5 Insurance, Permits, Taxes, and Benefits**

#### **(A) Independent Obligations**

You are solely responsible for:

* Obtaining and maintaining any insurance required by law or necessary for your business, including liability, workers’ compensation, disability, and health coverage;
* Securing all permits, licenses, and business registrations necessary to provide Creator Services;
* Determining, reporting, collecting, and remitting all applicable taxes, fees, or other charges related to your income or business operations;
* Managing your own employee classification, compensation, and benefit obligations if you engage others to assist with Creator Services.

#### **(B) No Sugarcane Coverage**

You acknowledge and agree that you are not eligible for, and will not receive, any insurance coverage, employee benefits, tax withholding, or compliance support from Sugarcane. Sugarcane does not provide legal, financial, or tax advice, and you are solely responsible for ensuring that your business operations comply with applicable law.

#### **(C) Audit Cooperation**

If Sugarcane is subject to an audit, investigation, or inquiry by a tax authority or regulatory body, you agree to cooperate promptly and provide any documents reasonably requested to confirm your independent business status, tax compliance, or eligibility to use the Services.

Failure to meet the obligations described in this Section may result in liability to Sugarcane, and you agree to indemnify and hold Sugarcane harmless from any such liability in accordance with [**Section 11 (Indemnification)**].

**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 User Content and Feedback**

### **3.1 Responsibility for Content**

#### **(A) User Responsibility for Posted Content**

You are solely responsible for any content, information, or materials you publish, submit, or request Sugarcane to publish on the platform, including but not limited to:

* Profile content,
* Campaign details,
* Service offerings,
* Business descriptions,
* Intellectual property,
* Location information, and
* User-generated feedback.

You agree that all such content will be truthful, complete, and not misleading. Submitting false, deceptive, or inaccurate information may result in account suspension or termination.

#### **(B) Sugarcane’s Role and No Endorsement**

You acknowledge that Sugarcane does not verify, endorse, or guarantee the accuracy or legality of any User Content. Sugarcane provides the platform and related publishing tools solely for the convenience of Users and makes no representations about the completeness, reliability, or suitability of content submitted by others.

You understand that Sugarcane is not responsible for monitoring User Content and has no obligation to remove or review any such material unless required by law or by its own policies.

#### **(C) Feedback and Composite Information**

You agree that Sugarcane may collect and display feedback about your activity on the platform, including ratings, comments, and aggregated performance data (“Composite Information”).

Composite Information may be based on input from other Users and may be used to generate public or internal metrics. You acknowledge that Sugarcane is not responsible for verifying the accuracy of such feedback, and you agree not to use feedback systems for any unlawful, retaliatory, or abusive purpose.

You may notify Sugarcane of any inaccuracies in feedback, and we reserve the right—but not the obligation—to correct or remove such information.

#### **(D) User Acknowledgement of Platform Risks**

By using the platform, you may encounter content that is inaccurate, outdated, incomplete, offensive, or otherwise objectionable. You agree that Sugarcane is not responsible for any harm caused by User Content or for the conduct of other Users.

Sugarcane reserves the right, in its sole discretion, to remove any content that it believes violates the Terms of Service or is otherwise harmful to the platform or its community.

### **3.2 Intellectual Property**

#### **(A) User Obligations**

You may only upload, publish, or use intellectual property on the platform that:

* You own outright, or
* You are properly licensed or otherwise authorized to use, and
* Is used strictly within the scope of that authorization.

You are solely responsible for ensuring that your use of any content or materials on the platform does not infringe, misappropriate, or otherwise violate any third party’s intellectual property rights, including but not limited to copyrights, trademarks, design rights, and rights of publicity.

#### **(B) Sugarcane’s Role and Limitations**

Sugarcane does not monitor or verify the intellectual property posted by Users and assumes no responsibility for the legality, originality, or appropriateness of any User-submitted content.

We reserve the right—but not the obligation—to remove any content that we believe may infringe upon a third party’s rights, violate applicable law, or otherwise conflict with our platform policies. Removal of content in such cases may occur without prior notice.

#### **(C) User Risk and Platform Use**

You acknowledge that by using the Services, you may encounter content or materials that are misappropriated, unlicensed, or improperly used by others. You agree that Sugarcane is not responsible for any such misuse, nor for any claims or liabilities arising out of content posted by other Users.

### **3.3 Removal of Infringing Content**

Sugarcane may remove or disable access to any User Content, including Intellectual Property, if:

* We are required to do so by law, court order, or valid legal request;
* We receive a complaint or notice from a rights holder or authorized representative alleging infringement; or
* We, in our sole discretion, believe the content may infringe on the rights of a third party or violate applicable law.

If you are notified by Sugarcane of potential infringement, you must promptly remove or modify the content as instructed. If you fail to do so, Sugarcane may take further action, including disabling access to the content, suspending your Account, or terminating your use of the Services.

Sugarcane may also disable your access to specific content or to the Services entirely while a claim is under review. Sugarcane is not obligated to reinstate access or recover content once removed.

Users may report suspected intellectual property violations by emailing [**team@sugarcane.life**](mailto:team@sugarcane.life)**.**  Submitting false claims may result in suspension or termination of your Account and potential legal consequences.

**3.4 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](mailto: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 Contractual Relationship Between Business Owner and Creator**

#### **5.1 Formation and Scope of Service Contracts**

Users are solely responsible for deciding whether to enter into a Service Contract with another User, and for determining the terms and conditions of that agreement. Any such Service Contract is a direct relationship between the Business Owner (or Campaign Manager) and the Creator.

Sugarcane is not a party to any Service Contract and assumes no responsibility for its negotiation, performance, enforcement, or outcome.

#### **5.2 Optional Service Contract Terms**

Sugarcane may provide sample or optional Service Contract terms for convenience. Users may incorporate, modify, or disregard them entirely.

If Users do not agree to their own written terms, the Optional Service Contract Terms provided by Sugarcane will apply by default. These terms are not legal advice and may not be suitable for all situations. Users should consult independent legal counsel when entering into contracts.

#### **5.3 No Sugarcane Involvement**

Sugarcane does not:

* Supervise or direct performance of any Service Contract;
* Guarantee the quality, legality, or timeliness of services;
* Verify or enforce contract terms; or
* Provide legal, financial, or tax advice related to User contracts.

All obligations under a Service Contract are solely those of the participating Users.

**To the fullest extent permitted by law, all Users waive any and all claims against Sugarcane arising from, related to, or based on the performance, breach, interpretation, or enforcement of any Service Contract.** This waiver applies whether such claims sound in contract, tort, equity, or statute.

#### **5.4 Worker Classification and Payment Responsibility**

If a Creator engages employees, contractors, or agents, the Creator is solely responsible for:

* Classifying them appropriately under applicable law;
* Compensating them fully and timely;
* Managing all tax, insurance, and benefits obligations.

Sugarcane does not control or influence classification decisions or payment terms and is not liable for any consequences of misclassification.

#### **5.5 Disputes Between Users**

Users are encouraged to resolve disputes directly. If Users agree to use Sugarcane’s Optional Service Contract Terms, they may follow the dispute resolution process outlined therein. Sugarcane may offer limited informal support but is not obligated to mediate or resolve disputes.

If a User seeks a court or arbitration order that affects Sugarcane’s conduct or systems (e.g., requiring data access or account suspension), the User **must**:

* Provide at least five (5) business days' notice before any hearing;
* Reimburse Sugarcane for any associated costs or services.

### **Section 6 Proprietary Rights and Licenses**

#### **6.1 Sugarcane Platform Ownership**

All rights, title, and interest in and to the Sugarcane Site, Services, and related content—including but not limited to software, design, functionality, user interface, and all intellectual property therein—are and shall remain the exclusive property of Sugarcane or its licensors. No rights are granted to you except as expressly set forth in this Agreement.

#### **6.2 Limited License to Access Services**

Subject to your compliance with the Terms of Service, Sugarcane grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your internal business purposes only.

This license does not include any right to:

* Copy, modify, distribute, or create derivative works of the Services;
* Reverse engineer or attempt to extract source code;
* Use the Services to build a competing product or service.

Sugarcane may revoke this license at any time for any violation of the Terms of Service.

#### **6.3 User Content and Intellectual Property Licenses**

By uploading, submitting, or posting content to the platform, you grant Sugarcane and its affiliates a worldwide, limited-term license to host, use, reproduce, display, transmit, and distribute that content as necessary to operate and promote the Services.

Except for the limited licenses granted herein, Sugarcane does not claim ownership of your content or intellectual property.

**Sugarcane will not use your content, data, or intellectual property to train or develop artificial intelligence (AI) or machine learning models without your express, written consent.** This restriction applies to both internal and third-party model development.

#### **6.4 Feedback License**

If you provide suggestions, ideas, recommendations, or other feedback regarding the Services, you grant Sugarcane and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate that feedback into the Services without restriction or attribution.

#### **6.5 Brand and Publicity Rights**

You grant Sugarcane a limited, royalty-free license to use your business name, logo, content, and likeness (including Creator persona, brand, or image) for the purpose of marketing, showcasing, or promoting the platform and its community—online and in print.

This license may be revoked by written notice, except as to materials already created or distributed.

**6.6 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.

**6.7 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 7 Records of Compliance**

**7.1 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.

#### **7.2 Sugarcane’s Limitations and Disclaimers**

Sugarcane is not responsible for storing, archiving, backing up, or providing access to any User content or records. If your Account is suspended, terminated, or deleted, your content and data may be permanently deleted without further notice, subject only to any legal retention requirements.

You acknowledge that you bear all risk of loss or inaccessibility of your business records, including any records maintained or transmitted through the platform.

**Section 8 Warranty Disclaimer**

#### **8.1 “As-Is” Use of the Platform**

The Sugarcane Site, Services, and any related content or tools are provided **“as is”** and **“as available”** without warranty of any kind. Sugarcane makes no guarantees that the Services will be secure, uninterrupted, timely, error-free, or free from harmful components.

Your use of the platform is at your sole risk.

**You acknowledge and agree that Sugarcane does not control or monitor User-generated content and is not responsible for its accuracy, legality, completeness, reliability, or suitability.** You may be exposed to content that is false, offensive, misleading, or otherwise objectionable, and you waive any claim against Sugarcane arising from such content or your reliance upon it.

#### **8.2 No Implied Warranties**

To the maximum extent permitted by law, Sugarcane disclaims all warranties—express, implied, statutory, or otherwise—including but not limited to:

* Implied warranties of merchantability;
* Fitness for a particular purpose;
* Title;
* Accuracy of data or content; and
* Non-infringement.

No oral or written information or advice from Sugarcane or its representatives shall create any warranty not expressly stated in this Agreement.

#### **8.3 Third-Party Risks and Services**

Sugarcane is not responsible for the conduct, availability, or functionality of any third-party service providers, integrations, hosting platforms, or internet infrastructure relied on by Users. You assume full responsibility for any loss or damage that results from your interaction with such external systems or services.

### **Section 9 Limitation of Liability**

#### **9.1 Excluded Categories of Damages**

To the fullest extent permitted by law, Sugarcane and its affiliates, licensors, and service providers shall not be liable to you or any third party for any indirect, incidental, special, consequential, punitive, exemplary, or enhanced damages arising out of or relating to:

* Use or inability to use the Site or Services;
* Delays, disruptions, or system failures;
* Viruses or other malicious software;
* Glitches, bugs, or inaccuracies in platform content or metrics;
* Loss or corruption of data or content;
* Any reliance on User-generated content, ratings, reviews, or composite information;
* Suspension or termination of your Account;
* The conduct or content of other Users.

This exclusion applies whether the claim is based in contract, tort, statute, strict liability, or any other legal theory—even if Sugarcane has been advised of the possibility of such damages.

#### **9.2 Maximum Aggregate Liability**

Sugarcane’s total cumulative liability to you for any and all claims arising out of or relating to this Agreement or the Services—regardless of form, forum, or legal theory—shall not exceed the greater of:

* One thousand U.S. dollars (USD $1,000); or
* The total amount of fees you have paid to Sugarcane for Services in the twelve (12) months preceding the event giving rise to the claim.

#### **9.3 Scope and Exceptions**

These limitations apply to the maximum extent permitted by law. Some jurisdictions do not allow the exclusion of certain warranties or the limitation of certain damages, in which case some of the above disclaimers may not apply to you.

In no event shall Sugarcane’s liability be greater than permitted under applicable law, even if any remedy fails of its essential purpose.

### **Section 10 Release**

#### **10.1 General Release of Claims**

To the fullest extent permitted by law, you hereby release and discharge Sugarcane and its affiliates, officers, directors, employees, agents, licensors, and service providers from any and all claims, demands, causes of action, and damages (actual or consequential), known or unknown, arising out of or related to:

* Your interactions with other Users;
* Service Contracts between Users;
* The performance, quality, delivery, or legal enforceability of any Creator Services;
* User-generated content or feedback;
* Disputes, miscommunications, or failed transactions on or off the platform.

#### **10.2 Dispute Scope and User Responsibility**

You acknowledge and agree that:

* Sugarcane is not a party to any Service Contract between Users;
* Sugarcane has no control over and does not guarantee the behavior, performance, or legality of any User or their services;
* You assume all risk related to your interactions and contracts with other Users.

**You further acknowledge that Sugarcane is not responsible for the functionality, availability, security, content, or conduct of any third-party tools, applications, or integrations you choose to use in connection with the platform.** Any disputes or issues arising from those third-party services must be resolved directly with the provider.

#### **10.3 Waiver of Statutory Protections**

If you are a California resident, you expressly waive the protections of 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 agree to waive any similar protections under the laws of other jurisdictions that would limit the scope of this release.

### **Section 11 Indemnification**

#### **11.1 Your Indemnification Obligations**

You agree to indemnify, defend, and hold harmless Sugarcane, its affiliates, and their respective directors, officers, employees, representatives, and agents (each an “Indemnified Party”) from and against all Indemnified Claims and Indemnified Liabilities arising out of or related to:

* Your or your agents’ use of the Site or Services;
* Any User Content, Work Product, or services you provide through the platform;
* Infringement or misappropriation of third-party intellectual property rights;
* Breach of any Service Contract or this Agreement;
* Failure to properly classify or compensate workers;
* Violation of any applicable law, regulation, or third-party right;
* Negligence, fraud, or willful misconduct by you or your agents.

For purposes of this Section, your “agents” include your employees, contractors, and anyone using your Account credentials with apparent authority.

#### **11.2 Sugarcane’s Indemnification Obligations**

Sugarcane agrees to indemnify, defend, and hold harmless you, your affiliates, and your respective directors, officers, employees, representatives, and agents from and against all Indemnified Claims and Indemnified Liabilities arising out of:

* A third-party claim that the Sugarcane platform, as provided (excluding User Content), infringes that party’s valid intellectual property rights;
* A material breach by Sugarcane of applicable law in connection with providing the Services.

#### **11.3 Definitions of Indemnified Claims and Liabilities**

* **“Indemnified Claim”** means any and all claims, demands, causes of action, proceedings, or legal actions brought by a third party (including another User) against an Indemnified Party.
* **“Indemnified Liability”** means all resulting damages, losses, judgments, settlement amounts, costs, and expenses (including reasonable attorneys’ fees and legal costs) associated with an Indemnified Claim.

#### **11.4 Exclusive Remedy**

This Section 11 sets forth each party’s sole and exclusive obligations—and the other party’s exclusive remedies—with respect to claims covered by this indemnification provision.

### **Section 12 Agreement Term and Termination**

#### **12.1 Termination Rights**

This Agreement remains in effect until terminated by either party.

Unless otherwise agreed in writing:

* You may terminate this Agreement at any time by providing written notice to [**team@sugarcane.life**](mailto:info@sugarcane.com); and
* Sugarcane may terminate this Agreement at any time, with or without cause, by providing you with notice.

Sugarcane may also suspend or revoke your access to the Services at any time if:

* You violate any provision of the Terms of Service;
* You provide false or misleading information;
* Your continued access poses risk to Sugarcane or its community;
* Required by law or legal process.

#### **12.2 Effect of Termination**

Termination of this Agreement:

* Automatically terminates all other Sugarcane Terms of Service applicable to your use of the Services;
* Does **not** terminate or modify any active Service Contracts between you and other Users;
* Serves as your instruction to Sugarcane to withdraw any open Campaign Applications.

If you have active Service Contracts at the time of termination:

* You remain bound by this Agreement and the Terms of Service until all open contracts have closed;
* Sugarcane may continue providing Services necessary to complete open transactions.

#### **12.3 Account Closure and Data Handling**

Upon termination, your Account will be closed and your access to the Services will be revoked. Unless otherwise required by law:

* You will no longer have access to your content or account data;
* Sugarcane may permanently delete your content without further notice;
* Sugarcane may retain certain information as required by law or its Privacy Policy.

Sugarcane reserves the right to notify other Users with whom you had Service Contracts that your account has been closed and, if appropriate, may summarize the reason for closure.

#### **12.4 Survival**

Any provisions of this Agreement or other Terms of Service that by their nature should survive termination—including those concerning intellectual property, confidentiality, indemnification, limitations of liability, arbitration, and dispute resolution—will remain in full force and effect after termination.

Termination does not release either party from obligations incurred prior to the effective termination date.

### **Section 13 Disputes Between You and Sugarcane**

### **Important Legal Notice: Dispute Resolution Summary**

By agreeing to these Terms:

* You **waive your right to a trial by jury**.
* You agree to resolve most legal disputes with Sugarcane through **binding individual arbitration**, not in court.
* You **cannot bring or join** a class action or collective claim against Sugarcane.
* You may **opt out of arbitration** within 30 days of first accepting these Terms by following the process described below.

Please read Section 13 carefully—it affects your legal rights.

#### **13.1 Dispute Resolution Process**

Before initiating formal legal action, you and Sugarcane agree to attempt to resolve any dispute through good faith, informal discussions. You must send written notice of any claim to **team@sugarcane.life** with a brief description of the dispute and your contact information.

Both parties will have 60 days from receipt of the notice to resolve the dispute informally before proceeding to arbitration.

#### **13.2 Binding Arbitration Agreement**

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.

#### **13.3 Class and Collective Action Waiver**

You and Sugarcane agree that any dispute will be resolved **only on an individual basis**. Neither party shall bring or participate in any class, collective, or representative action, including mass arbitration, except under JAMS Mass Arbitration rules.

If a court determines that this waiver is unenforceable with respect to a particular claim, that claim will proceed in court rather than arbitration, and the arbitration provision will be considered null and void only as to that claim.

#### **13.4 Right to Opt Out**

You may opt out of this arbitration agreement by sending an email to [**team@sugarcane.life**](mailto:team@sugarcane.life)within 30 days of first accepting the Terms of Service. Your notice must include:

* Your full legal name and account username;
* A clear statement that you wish to opt out of binding arbitration.

Opting out does not affect any other terms of this Agreement.

#### **13.5 Governing Law and Venue**

This Agreement is governed by the laws of the **State of New York**, without regard to its conflict of law principles.

However, the arbitration provision is governed by the **Federal Arbitration Act (FAA)** and preempts conflicting state law.

If arbitration is not enforced for a particular claim, such claim shall be resolved exclusively in a **state or federal court located in New York County, New York**.

#### **13.6 Reservation of Rights and Exceptions**

Nothing in this Section prevents either party from:

* Filing a complaint with a government agency (e.g., EEOC, DOL, SEC);
* Seeking injunctive or equitable relief in court for claims involving intellectual property infringement, unauthorized use of confidential information, or threats to platform security;
* Enforcing terms already subject to existing legal proceedings initiated before this arbitration provision was accepted.

### **Section 14 General Terms**

#### **14.1 Notices**

All legal notices to Sugarcane must be delivered in writing to:

**Sugarcane UGC LLC**  
 Attn: Legal  
 355 S. Main St., 1st Floor  
 Greenville, SC 29601  
 Email: **team@sugarcane.life**

Notices sent by personal delivery or overnight courier will be deemed received when delivered. Notices sent by email will be deemed received on the next business day, provided the email is not returned undelivered.

#### **14.2 Third-Party Services and Integrations**

The platform may provide access to third-party applications, tools, or integrations. Use of any third-party service is solely between you and that provider and is subject to their terms and privacy policy. Sugarcane does not endorse or guarantee any third-party service, and you assume all risks associated with its use.

If a third-party provider ceases to support or integrate with Sugarcane, related platform features may be modified or removed without compensation.

#### **14.3 Entire Agreement and Modifications**

This Agreement, along with the Terms of Service, Privacy Policy, and any other incorporated agreements, constitutes the entire agreement between you and Sugarcane regarding the Services and supersedes all prior or contemporaneous agreements.

Sugarcane may modify this Agreement by posting an updated version to the platform. Material changes will be announced via the Site or email, and continued use after changes constitutes acceptance.

#### **14.4 Assignment**

You may not assign this Agreement or your Account without prior written consent from Sugarcane. Any unauthorized transfer is void.

If your business is acquired or undergoes a change in ownership, you must notify Sugarcane in writing within 10 business days. Sugarcane may assign this Agreement freely in connection with a merger, acquisition, or sale of assets.

#### **14.5 Severability**

If any provision of this Agreement is held to be invalid, unlawful, or unenforceable, the remaining provisions will remain in full force and effect. The invalid portion will be interpreted or modified to best fulfill the original intent, where legally permitted.

#### **14.6 Force Majeure**

Neither party will be liable for delays or failures in performance due to events beyond their reasonable control, including but not limited to acts of God, labor disputes, power outages, pandemics, natural disasters, cyberattacks, third-party outages, and governmental restrictions.

#### **14.7 Language and Export Controls**

This Agreement is controlled in English and governed under U.S. export control laws. You agree not to use, export, or re-export any Sugarcane product or content in violation of applicable laws, including U.S. embargoes and restricted country regulations.

You represent that you are not listed on any U.S. government list of prohibited or restricted parties.

#### **14.8 Electronic Consent and Communications**

You consent to receive all communications, disclosures, and notices from Sugarcane electronically, including via email, platform messages, or posted notices. These communications satisfy any legal requirements that such notices be in writing.

#### **14.9 Interpretation**

The headings in this Agreement are for convenience only and do not affect its meaning or interpretation.

This Agreement shall not be construed against either party as the drafter. Any ambiguity shall not be interpreted in favor of or against either party but shall be resolved in accordance with the intent of the parties as reflected in the language of the Agreement.

Where the context permits, the singular includes the plural and vice versa, and “including” means “including without limitation.”

**Definitions**

**Account**: A user registration on the Sugarcane platform, associated with a unique email and password, granting access to certain Services.

**Agreement**: This Creator Agreement between you and Sugarcane UGC LLC, including all incorporated policies and terms.

**Campaign Application**: A submission by a Creator proposing campaign participation, including dates, objectives, Deliverables, and team information.

**Campaign Confirmation**: Acceptance by a Business Owner of a Campaign Application, thereby forming a binding Service Contract.

**Campaign Manager**: A User authorized by the Business Owner to manage and oversee campaigns on the Sugarcane platform.

**Confidential Information**: As defined in Section 4.1; includes any non-public or proprietary information shared between parties in the course of using the Services.

**Content**: Any material submitted, posted, transmitted, or displayed on the platform, including profiles, campaign descriptions, deliverables, and User feedback.

**Creator**: A User who registers to provide Creator Services on the Sugarcane platform, including any individuals or entities acting on their behalf.

**Creator Account**: An Account created to offer Creator Services on the Sugarcane platform.

**Creator Services**: The creative, promotional, or media-related services offered by Creators to Business Owners via the platform.

**Creator Team**: Employees, contractors, or agents engaged by the Creator to perform Creator Services or participate in campaigns.

**Deliverables**: The final creative output provided by the Creator under a Service Contract, including but not limited to images, videos, and other digital content.

**Indemnified Claims / Indemnified Liabilities**: As defined in Section 11.3; third-party claims and associated damages for which a party is contractually obligated to indemnify the other.

**License**: A limited right granted by a Creator to Sugarcane or a Business Owner to use Deliverables or other content, subject to the terms of this Agreement.

**Persona**: A person’s name, image, likeness, voice, biographical information, or other personal identifiers.

**Platform** or **Site**: The online services, website, and applications operated by Sugarcane UGC LLC through which Users interact.

**Profile**: A User’s public-facing account page displaying business information, qualifications, and content on the platform.

**Service Contract**: A direct agreement between a Business Owner and a Creator formed via the platform, governing the terms under which Creator Services are performed.

**Services**: The technology platform and features made available by Sugarcane, including account management, campaign creation, messaging, and content delivery tools.

**Sugarcane**: Sugarcane UGC LLC, the Delaware limited liability company that operates the platform and provides the Services.

**Sugarcane Content**: All intellectual property owned by Sugarcane, including the website, platform code, branding, documentation, and features.

**Terms of Service**: The overarching legal framework that includes this Agreement and all applicable policies and procedures governing User access to the Services.

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