

## TERMS OF USE

### END USER LICENSE AGREEMENT AND TERMS OF SERVICE

**Last Updated Date: 22 June 2018**

This End User License Agreement and Terms of Service (this “EULA”) is a binding contract between you, an individual user (“you”) and Triller, Inc. (“Triller,” “we,” “us” or “our”) governing your use of the Triller mobile software application (the “App”) and the related website located at [www.triller.co](http://www.triller.co) (“Site,” and collectively with the App, the “Service”). **BY INSTALLING OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT USE THE SERVICE. TO HAVE A COPY OF THIS EULA AND TRILLER PRIVACY POLICY SENT TO YOU, CONTACT TRILLER AT [team@triller.co](mailto:team@triller.co).**

Material Terms: As provided in greater detail in this EULA (and without limiting the express language of this EULA), you acknowledge the following:

- the Service is licensed, not sold to you, and that you may use the Service only as set forth in this EULA;
- the use of the Service may be subject to separate third party terms of service and fees, including, without limitation, your mobile network operator’s (the “Carrier”) terms of service and fees, including fees charged for data usage and overage, which are your sole responsibility;
- you have a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to use the Tokens (as defined below), which remain the property of Triller and which license may be revoked by Triller, in its sole and absolute discretion at any time, on the Service under this EULA and any relevant additional policies enacted by Triller from time to time;
- you consent to the collection, use, and disclosure of your personally identifiable information in accordance with Triller Privacy Policy, including with respect to the collection of location information;
- the App is provided “as is” without warranties of any kind and Triller’s liability to you is limited;
- disputes arising hereunder will be resolved by binding arbitration. By accepting this EULA, as provided in greater detail in Section 10 of this EULA, you and Triller are each waiving the right to a trial by jury or to participate in a class action;

- the App requires access to the following services on your mobile device: your device identifier and location; and
- if you are using the App on an iOS-based device, you agree to and acknowledge the “Notice Regarding Apple,” below.

## 1. **General Terms and Conditions.**

1. **Consideration.** Triller provides the Service for free to each User (defined below), for the User’s personal enjoyment, self-expression, and the possibility of exposure and fame. In return for enjoying free access and use of the Service, you acknowledge and agree that Triller may generate revenues, increase goodwill or otherwise increase the value of Triller from your use of the Service, including, by way of example and not limitation, through the sale of advertising, sponsorships, promotions, and usage data, and you will have no right to share in any such revenue, goodwill or value whatsoever. You further acknowledge that you have no right to receive any income or other consideration from your use of any musical works or sound recordings made available to you on or through the Service, including in any UGV’s (defined below) created by you, and that you are prohibited from exercising any rights to monetize or obtain consideration from any User Videos (defined below) embodying any SR Samples (defined below) within the Service or on any third party service (e.g., you cannot claim a User Video on YouTube for monetization).
2. **Changes to this EULA.** You understand and agree that Triller may change this EULA at any time without prior notice; provided that Triller will endeavor to provide you with prior notice of any material changes. You may read a current, effective copy of this EULA at any time by selecting the appropriate link on the Service. The revised EULA will become effective at the time of posting. Any use of the Service after such date will constitute your acceptance of such revised EULA. If any change to this EULA is not acceptable to you, then your sole remedy is to stop accessing, browsing and otherwise using the Service. The terms of this EULA will govern any updates Triller provides to you that replace and/or supplement any portion of the Service, unless the upgrade is accompanied by a separate license or revised EULA, in which case the terms of that license or revised EULA will govern. Notwithstanding the preceding sentences of this Section 1.2, no revisions to this EULA will apply to any dispute between you and Triller that arose prior to the effective date of such revision.
3. **Privacy Policy.** Your access to and use of the Service is also subject to Triller’s Privacy Policy (“**Privacy Policy**”), the terms and conditions of which are incorporated herein by reference.
4. **Jurisdictional Issues.** The Service is controlled and operated by Triller from its offices in the State of New York. Triller makes no representation that materials on the Service are appropriate, lawful or available for use in any locations other than the United States of America. Those who choose to access or use the Service from

locations outside the United States of America, do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the Service from jurisdictions where the contents or practices of the Service are illegal, unauthorized or penalized is strictly prohibited.

5. Eligibility. THE SERVICE IS NOT FOR PERSONS UNDER THE AGE OF 13 OR FOR ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY TRILLER. IF YOU ARE UNDER 13 YEARS OF AGE, YOU MUST NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. Furthermore, by using the Service, you affirm that you are at least 18 years of age.

## 2. The Service.

1. Description. Subject to Triller’s potential blocking of certain content owned or controlled by the third parties, which blocking you hereby authorize, the Service enables you to create up to 60-second videos that incorporate locally stored sound recordings from your personal music library (each, a “UGV”). Any person who creates a UGV will be referred to herein as a “**Creator**”. Creators, and all other users of the Service will be referred to herein collectively as “**Users**.”

In addition to allowing you to create UGVs, the Service may also allow you to (i) create up to sixty (60)-second videos that include sound recording samples (and the musical works embodied therein) from thirty second portions of sound recordings (sound recordings and the musical works embodied therein are “**SR Samples**”) made available by Triller through the Service through a Triller-provided library (each, a “**Triller Video**,” together with UGVs, “**User Videos**”); (ii) save your User Videos locally to your device; (iii) upload your User Videos to the App or certain third party social media platforms (e.g., Instagram, Facebook, YouTube, Twitter) subject to the terms and conditions in this EULA and any usage restrictions imposed by any licensors of **SR Samples** (e.g., sound recording and/or musical work copyright owners); (iv) communicate your User Videos to friends via different messaging services; and (v) publicly display and perform your User Videos and the embedded sound recordings and musical works to other Users of the Service. If the Service does not permit you to Post User Videos directly to one or more third party social media platforms, then you are not authorized by Triller to Post your User Videos on such platforms and you are solely responsible for obtaining any necessary rights, clearances, permissions or authorizations for such Posting and may be subject to liability for your failure to do so in the event of any Posting of User Videos. Private Accounts. You control whether the User Videos you create are made publicly available on the Service or only available to people you approve. To restrict access to your User Videos, you should elect “private account” in the profile settings page within the App.

2. Mobile Services. The Service will be accessible via a mobile phone, tablet or other wireless device (collectively, “**Mobile Services**”). Your mobile carrier’s

normal messaging, data, and other rates and fees will apply to your use of the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile device(s), what restrictions, if any, may be applicable to your use of the Mobile Services, and how much they will cost you. Nevertheless, all use of the App and the related Mobile Services must be in accordance with this EULA.

### **3. Registration.**

1. **Log-In Credentials.** While you may always browse the public-facing portions of the Service without registering with us, in order to enjoy the full benefits of the Service, you must download the App and register an account with us (an “**Account**”). You may register using your email address or your Facebook or Twitter credentials.
2. **Account Security.** You are responsible for the security of your Account, and are fully responsible for all activities that occur through the use of your credentials. You will notify Triller immediately at team@triller.co if you suspect or know of any unauthorized use of your log-in credentials or any other breach of security with respect to your Account. Triller will not be liable for any loss or damage arising from unauthorized use of your credentials prior to you notifying Triller of such unauthorized use or loss of your credentials. Separate log-in credentials may be required to access External Sites (defined in Section 8 below).
3. **Accuracy of Information.** When creating an Account, you will provide true, accurate, current, and complete information as Triller requests. You will update the information about yourself promptly, and as necessary, to keep it current and accurate. We reserve the right to disallow, cancel, remove, or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of this EULA, cause damage to or impair the Service, infringe or violate any third party rights, or violate any applicable laws or regulations. If messages sent to the e-mail address you provide are returned as undeliverable, then Triller may terminate your Account immediately without notice to you and without any liability to you or any third party.
4. **Messages.** You may send messages to Users through the App. You represent and warrant you will only send messages through the App to Users who have given you their express consent to receive such messages, and you will indemnify and hold Triller harmless from any and all claims arising out of your sending these messages to any Users. You are responsible for all fees and charges associated with such messages.

#### 4. Intellectual Property Rights

1. License. Subject to your complete and ongoing compliance with this EULA, Triller hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right and license to access and use the Service solely for your personal, non-commercial use and solely in strict compliance with the provisions of this EULA. NO RIGHTS ARE LICENSED WITH RESPECT TO SOUND RECORDINGS AND THE MUSICAL WORKS EMBODIED THEREIN THAT ARE MADE AVAILABLE FROM ANY TRILLER PROVIDED LIBRARY OF CONTENT.
2. Covenant Not to Sue. Triller, on behalf of itself and any third party licensors of sound recordings (and the musical works embodied therein) that are made available directly to you by Triller through any Triller-provided library of music, hereby represents, warrants, and covenants that it will not, for so long as you are authorized to use the Service pursuant to this EULA, sue or bring a cause of action against you for:
  - i. Reproducing SR Samples in timed relation to visual images (i.e., synchronizing) in User Videos created in strict compliance with this EULA, provided you are using only an SR Sample provided by Triller and not any sound recordings, musical works, or other User Videos uploaded by you or others to the Service; and
  - ii. Reproducing a User Video embodying an SR Sample on your own mobile device or distributing such User Video with private or public audiences via the Service, provided such distribution is in strict compliance with this EULA and the functionalities of the App.
3. User-Sourced Sound Recordings and Musical Works. Nothing in this EULA grants you a license to reproduce, distribute, publicly perform, communicate to the public, synchronize or otherwise use and exploit any sound recordings or musical works obtained by you from any source other than a Triller provided library. You are solely responsible for clearing the rights to any sound recordings and musical works you source directly.
4. Limitations on Use and Modification. Nothing in this EULA authorizes you to (i) use any aspect of any musical work or sound recording in a manner that is not expressly permitted by this EULA; (ii) modify, change, or adapt the lyrics or fundamental character of any musical work or sound recording; (iii) to use the story of any Composition; or (iv) to criticize the copyright owner of any musical work or sound recording, the authors, composers or lyricists of any musical work, or the featured or non-featured recording artists of any sound recording. Any violation of the preceding sentence will be deemed copyright infringement absent any defense(s) available under applicable law. Accordingly, and for the avoidance of doubt, you are solely responsible for obtaining any necessary rights,

clearances, permissions or authorizations to modify, change or adopt any third party content.

5. **Content.** Except for User Content, the content that Triller provides to Users on or through the Service, including, without limitation, any SR Samples, text, graphics, photos, software, and interactive features, is protected by copyright or other intellectual property rights and owned by Triller or its third party licensors (collectively, the “**Triller Content**”). Moreover, Triller solely owns all design rights, databases and compilation and other intellectual property rights in and to the Service, in each case whether registered or unregistered, and any related goodwill. You obtain no copyright or other interest in any SR Samples obtained by you on or through the Service, including, but not limited to, those SR Samples that may be used by you in any UGV. Any uses of SR Samples by you that are not authorized under this Agreement are subject to all rights of the copyright owners of such SR Samples in law and equity. You are expressly prohibited from monetizing any User Videos embodying SR Samples within the Service or on any third party service.
6. **Marks.** The Triller trademarks, service marks, and logos (the “**Triller Trademarks**”) used and displayed on the Service are Triller’s registered and unregistered trademarks or service marks. Other product and service names located on the Service may be trademarks or service marks owned by third parties (the “**Third-Party Trademarks,**” and, collectively with the Triller Trademarks, the “**Trademarks**”). Except as otherwise permitted by law, you may not use the Trademarks to disparage Triller or the applicable third-party, Triller’s or a third-party’s products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from any Service without Triller’s prior express written consent. All goodwill generated from the use of any Triller Trademark will inure solely to Triller’s benefit.
7. **Restrictions.** Triller hereby reserves all rights not expressly granted to you in this Section 4. Accordingly, nothing this EULA or on the Service will be construed as granting to you, by implication, estoppel, or otherwise, any additional license rights in and to the Service or any Triller Content or Trademarks located or displayed therein.

## 5. **User Content.**

1. **Definition.** “**User Content**” means any content that Users upload, post or transmit (collectively, “**Post**”) to or through the Service including, without limitation, any text, photographs, User Videos or sound recordings and the musical works embodied therein and any other works subject to protection under the laws of the United States or any other jurisdiction, including, but not limited to, patent, trademark, trade secret, and copyright laws, and excludes any and all Triller Content (including, without limitation, any SR Samples incorporated into Triller Videos).

2. **Screening User Content.** Triller offers Users the ability to submit User Content to the Service. Triller does not pre-screen any User Content, but reserves the right to remove or delete any User Content in its sole discretion. In addition, we have the right – but not the obligation – in our sole discretion to remove or delete any User Content: (i) that we consider to violate this EULA, applicable law or otherwise constitute Objectionable Content (defined in Section 5.9 below); or (ii) in response to complaints from other Users or licensors of any Triller Content, with or without notice and without any liability to you. As a result, we recommend that you save copies of any User Content that you Post to the Service on your personal device(s) in the event that you want to ensure that you have access to copies such User Content. Triller does not guarantee the accuracy, integrity, appropriateness or quality of any User Content, and under no circumstances will Triller be liable in any way for any User Content.
3. **Intellectual Property Rights.** SUBJECT TO ANY THIRD PARTY RIGHTS IN ANY PREEXISTING CONTENT INCLUDED WITHIN YOUR USER CONTENT, INCLUDING TRILLER CONTENT, YOU RETAIN OWNERSHIP OF ANY RIGHTS YOU MAY HAVE IN YOUR USER CONTENT AND SUBMITTING YOUR USER CONTENT TO THE SERVICE DOES NOT TRANSFER OWNERSHIP OF YOUR RIGHTS. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT NO USER VIDEO WILL BE CONSIDERED TO BE A SEPARATE COPYRIGHTABLE WORK AND ALL RIGHTS IN EACH USER VIDEO WILL REMAIN WITH THE OWNERS OF THE CONTENT USED TO CREATE SUCH USER VIDEO.
4. **Licenses to User Content.** You hereby grant Triller an unrestricted, assignable, sublicensable, revocable, royalty-free license throughout the universe to reproduce, distribute, publicly display, communicate to the public, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), make available, create derivative works from, retransmit from External Sites, and otherwise exploit and use (collectively, “Use”) all User Content you Post to or through the Service by any means and through any media and formats now known or hereafter developed, for the purposes of (i) advertising, marketing, and promoting Triller and the Service; (ii) displaying and sharing your User Content to other Users of the Service; and (iii) providing the Service as authorized by this EULA. You further grant Triller a royalty-free license to use your user name, image, and likeness to identify you as the source of any of your User Content. You must not post any User Content on or through the Service or transmit to Triller any User Content that you consider to be confidential or proprietary. Any User Content posted by you to or through the Service or transmitted to Triller will be considered non-confidential and non-proprietary, and treated as such by Triller, and may be used by Triller in accordance with this EULA without notice to you and without any liability to Triller. For the avoidance of doubt, the rights granted in the preceding sentences of this Section include, but are not limited to, the right to reproduce sound recordings (and make mechanical reproductions of the musical works embodied in such sound recordings), and publicly perform and communicate to the public

sound recordings (and the musical works embodied therein), all on a royalty-free basis. This means that you are granting Company the right to Use your User Content without the obligation to pay royalties to any third party, including, but not limited to, a sound recording copyright owner (e.g., a record label), a musical work copyright owner (e.g., a music publisher), a performing rights organization (e.g., ASCAP, BMI, SESAC, etc.) (a “**PRO**”), a sound recording PRO (e.g., SoundExchange), any unions or guilds, and engineers, producers or other royalty participants involved in the creation of User Content.

5. **You Must Have Rights to the Content You Post.** You must not Post any User Content to the Service if you are not the copyright owner of or are not fully authorized to grant rights in all of the elements of the User Content you intend to Post to the Service. In addition, if you only own the rights in and to a sound recording, but not to the underlying musical works embodied in such sound recordings, then you must not Post such sound recordings to the Service unless you have all necessary rights, authorizations, and permissions with respect to such embedded musical works that grant you sufficient rights to grant the licenses to Company under this EULA. You represent and warrant that: (i) you own the User Content Posted by you on or through the Service or otherwise have the right to grant the license set forth in this EULA; (ii) the Posting and Use of your User Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person, including, but not limited to, the rights of any person visible in any of your User Content; (iii) the Posting of your User Content on the Service will not require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and (iv) the Posting of your User Content on the Service does not result in a breach of contract between you and a third party. You agree to pay all monies owing to any person as a result of Posting your User Content on the Service.
6. **Specific Rules for Musical Works.** If you are a composer or author of a musical work and are affiliated with a PRO, then you must notify your PRO of the royalty-free license you grant through this EULA to us. You are solely responsible for ensuring your compliance with the relevant PRO’s reporting obligations. If you have assigned your rights to a music publisher, then you must obtain the consent of such music publisher to grant the royalty-free license(s) set forth in this EULA or have such music publisher enter into this Agreement with us. Just because you authored a musical work (e.g., wrote a song) does not mean you have the right to grant us the licenses in this EULA.
7. **Through-To-The-Audience Rights.** All of the rights you grant in this EULA are provided on a through-to-the-audience basis, meaning the owners or operators of External Sites will not have any separate liability to you or any other third party for User Content Posted or Used on such External Sites via the Service.
8. **Waiver of Rights to User Content.** By Posting User Content to or through the Service, you waive any rights to prior inspection or approval of any marketing or



promotional materials related to such User Content. You also waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User Content, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any User Content you Post to or through the Service.

9. **Objectionable Content.** You are not permitted to and agree not to Post any User Content to the Service that is or could be interpreted to be (i) abusive, bullying, defamatory, harassing, harmful, hateful, inaccurate, infringing, libelous, objectionable, obscene, offensive, pornographic, shocking, threatening, unlawful, violent, or vulgar, (ii) promoting any product, good or service, or bigotry, discrimination, hatred, racism, or inciting violence, or (iii) with respect to SR Samples (and, for the avoidance of doubt, the musical works embodied therein), making a political message for or against any person, party, political belief or issue, of a religious nature, or harshly critical of any SR Samples, the copyright owner(s) thereof, or any author, contributor or royalty participant of an SR Sample, in each of clauses (i), (ii) and (iii) of this Section, as Triller may determine in its sole discretion (collectively, “**Objectionable Content**”). The Posting of any Objectionable Content may subject you to third party claims and none of the rights granted to you in this EULA may be raised as a defense against any third party claims arising from your Posting of Objectionable Content. You also agree not to use the Service for illegal or unlawful purposes, including, without limitation, to stalk any other User. If you encounter any Objectionable Content on the Service, then please email Triller at team@triller.co or inform us through the functionality offered on the Service. You acknowledge and agree that Triller provides you the right to report Objectionable Content as a courtesy, and Triller has no obligation to remove or take any other action with respect to any Objectionable Content on the Service that you report to us. Triller may terminate, suspend, warn or take other appropriate actions against Users for Posting Objectionable Content to the Service, including, but not limited to, the removal of all Content uploaded to the Service by a User.
10. **No Liability.** For the avoidance of doubt, Triller will not be liable for any unauthorized use of User Content by any User.

## 6. **Tokens.**

On the Service, you may be able to purchase digital content, such as tokens (“**Tokens**”), to use in connection with the Service, which allow Users to celebrate moments and express appreciation for specific Creators. Your purchase of Tokens is merely a grant by Triller to a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to use the Tokens on the Service subject to this EULA and any relevant policies enacted by Triller from time to time. Triller may revoke such license in its sole and absolute discretion at any time. Triller reserves all right, title, and interest in and to the Tokens, and all associated intellectual property rights therein. Accordingly,

you have no property, proprietary, intellectual property, ownership, or monetary interest in or to the Tokens, which remain Triller's property. All details and restrictions not specified in this EULA or elsewhere on the Service will be determined by Triller in its sole and absolute discretion.

Tokens have no stored value and do not constitute currency of any type. Tokens cannot be sold or transferred to other Users and cannot be redeemed by you for "real world" money, cash equivalents, goods or services, or other items of monetary value, whether inside or outside of the Service.

Although Triller may share revenue generated from the sale of Tokens with certain approved Creators, subject to the agreement solely between Triller and the Creator, Tokens are not intended to be used as a means to provide financial support to the Creator, and Triller makes no assurances to any User that any Creator receiving Tokens will receive a revenue share.

We do not recognize the transfer of Tokens (including for money or any other consideration or items of value whether inside or outside of the Service). Accordingly, you may not sell, barter, or trade Tokens, or offer to sell, barter, or trade Tokens. Any Tokens obtained in violation of this EULA or any other relevant policies which may be enacted by Triller from time to time will be considered to have been fraudulently obtained, deemed void, and may be confiscated.

If Triller suspends or terminates any Tokens, then you will forfeit the suspended or terminated Tokens. Likewise, except as may be required by applicable law, Triller is not responsible for repairing or replacing same, or providing you any credit or refund or any other sum, in the event of its modification of the Tokens, or for loss or damage due to error, or any other reason.

As Triller feels necessary, in its sole and absolute discretion, Triller may limit the total amount of Tokens that may be purchased at any one time, and/or limit the total Tokens that may be held in your account in the aggregate. Additionally, the price and availability of Tokens are subject to change without notice. You are solely responsible for verifying that the proper amount of Tokens has been added to or deducted from your account during any given transaction, so please notify Triller immediately should you believe that a mistake has been made with respect to your Token balance. If Triller chooses, in its discretion, to investigate your claim, in doing so, Triller may request some additional information and/or documentation to verify your claim. Triller will let you know the results of any investigation, however, you acknowledge and agree that Triller has the sole and absolute discretion in determining whether or not your claim is valid, and if so, the appropriate remedy.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN YOUR ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO THE ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF

TRILLER. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NO CLAIM, RIGHT, TITLE, OWNERSHIP OR OTHER PROPRIETARY INTEREST IN THE TOKENS THAT YOU ACQUIRE, REGARDLESS OF THE CONSIDERATION OFFERED OR PAID IN EXCHANGE FOR THE TOKENS. FURTHERMORE, TRILLER SHALL NOT BE LIABLE IN ANY MANNER FOR THE DESTRUCTION, DELETION, MODIFICATION, IMPAIRMENT, "HACKING," OR ANY OTHER DAMAGE OR LOSS OF ANY KIND CAUSED TO THE TOKENS, INCLUDING, BUT NOT LIMITED TO, THE DELETION OF THEREOF UPON THE TERMINATION, ABANDONMENT OR EXPIRATION OF YOUR ACCOUNT.

Triller does not guarantee that Tokens will be available at all times or at any given time. Triller does not guarantee that we will continue to offer Tokens for any particular length of time. Triller may modify Tokens at our sole discretion, and such modifications may make Tokens more or less common, desirable, effective, or functional. Triller may immediately suspend or terminate Tokens for any or no reason, in our sole discretion, and without advance notice or liability.

If Triller suspends or terminates any Tokens, then you will forfeit the suspended or terminated Tokens. Likewise, except as may be required by applicable law, Triller is not responsible for repairing or replacing same, or providing you any credit or refund or any other sum, in the event of its modification of the Tokens, or for loss or damage due to error, or any other reason.

As Triller feels necessary, in its sole and absolute discretion, Triller may limit the total amount of Tokens that may be purchased at any one time, and/or limit the total Tokens that may be held in your account in the aggregate. Additionally, the price and availability of Tokens are subject to change without notice. You are solely responsible for verifying that the proper amount of Tokens has been added to or deducted from your account during any given transaction, so please notify Triller immediately should you believe that a mistake has been made with respect to your Token balance. If Triller chooses, in its discretion, to investigate your claim, in doing so, Triller may request some additional information and/or documentation to verify your claim. Triller will let you know the results of any investigation, however, you acknowledge and agree that Triller has the sole and absolute discretion in determining whether or not your claim is valid, and if so, the appropriate remedy.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN YOUR ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO THE ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF TRILLER. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NO CLAIM, RIGHT, TITLE, OWNERSHIP OR OTHER PROPRIETARY INTEREST IN THE TOKENS THAT YOU ACQUIRE, REGARDLESS OF THE CONSIDERATION OFFERED OR PAID IN EXCHANGE FOR THE TOKENS. FURTHERMORE, TRILLER SHALL NOT BE LIABLE IN ANY MANNER FOR THE DESTRUCTION, DELETION, MODIFICATION, IMPAIRMENT, "HACKING," OR ANY OTHER

DAMAGE OR LOSS OF ANY KIND CAUSED TO THE TOKENS, INCLUDING, BUT NOT LIMITED TO, THE DELETION OF THEREOF UPON THE TERMINATION, ABANDONMENT OR EXPIRATION OF YOUR ACCOUNT.

## 7. Terms of Sale

1. Generally. To purchase any products or services (including Tokens) on the Service, you must be at least eighteen (18) years of age or the applicable age of majority in your jurisdiction of residence. If you wish to purchase any products or services on the Service and are under the applicable age of majority in your jurisdiction of residence, you must have your parents' permission to do so.
2. Methods of Payment and Taxes. To purchase any products or services (including Tokens) on the Service may be made through in-app purchases through the Apple App Store or Google Play Store (or other application platforms authorized by Triller) (each, a "**Software Store**"). If you choose to make an in-app purchase, you will be prompted to enter details for your account with the mobile platform you are using (e.g., Apple, Android, etc.) ("**your IAP Account**"), and your IAP Account will be charged for the in-app purchase in accordance with the terms disclosed to you at the time of purchase as well as the general terms for in-app purchases that apply to your IAP Account. If your purchase is not made through your IAP Account, you will be required instead to provide us or our payment processor with a valid credit card number and associated payment information, including all of the following: (i) your name as it appears on the card, (ii) your credit card number, (iii) the credit card type, (iv) the date of expiration, and (v) any activation numbers or codes needed to charge your card. By submitting that information to us or our third party credit card processor, you agree that you authorize us and/or our processor to charge your card at our convenience but within thirty (30) days of credit card authorization. For any Membership that you order on the Services, you agree to pay the price applicable (including any sales taxes and surcharges) as of the time you submit the order as posted on the Services. Either the Software Store or Triller will automatically bill your credit card or other form of payment submitted as part of the order process for such price. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not this EULA to determine your rights and liabilities as a cardholder. You hereby represent and warrant that you will not use any credit card or other form of payment unless you have all necessary legal authorization to do so. **YOU, AND NOT TRILLER, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY.** You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. For example, if you purchase with a credit card that is issued through a bank that is based outside of the United States, your bank or Triller's bank may charge foreign transaction fees and other similar currency exchange fees and you agree to reimburse Triller for any such fees or charges, if charged to Triller, upon Triller's demand. Unless you notify Triller of any discrepancies within sixty (60) days after they first appear on your credit card

statement, you agree that they will be deemed accepted by you for all purposes. If Triller does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by Triller or its agents. Sales taxes, or other taxes, customs, import/export charges, or similar governmental charges are not included in the price of the products. You are responsible for paying any such taxes or charges imposed on your purchases, including, but not limited to, sales, use or value-added taxes. Triller shall automatically charge and withhold the applicable tax for orders to be delivered to addresses within and any states or localities that it deems is required in accordance with its order policy in effect at the time of purchase.

3. **Return Policy.** All purchase transactions made through the Service are subject to Triller's return policy in effect at the time of purchase. Triller's current return policy does not permit any returns at this time.
4. **Order Acceptance Policy.** Your receipt of an electronic or other form of order confirmation does not signify Triller's acceptance of your order, nor does it constitute confirmation of Triller's offer to sell. Triller reserves the right at any time after receipt of your order to accept or decline your order for any reason. Triller further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by Triller upon Triller's delivery of products or services that you have ordered. Triller may require additional verifications or information before accepting any order. Notwithstanding the foregoing, you agree that, if Triller cancels all or a portion of your order or if Triller provides you less than the quantity you ordered, your sole and exclusive remedy is either that: (a) Triller will issue a credit to your credit card account in the amount charged for the cancelled portion or the quantity not provided (if your credit card has already been charged for the order); or (b) Triller will not charge your credit card for the cancelled portion of the order or the quantity not provided. Do not assume that a cancellation or change of an order you have placed with Triller has been effected until you receive a confirmation from Triller via email or the Service. As stated above, you will be responsible for, and your credit card or third-party payment account may be charged for, the payment of all fees associated with orders already processed or shipped before your cancellation/change request or a request to terminate your account was received.
5. **No Responsibility to Sell Mispriced Products or Services.** Triller does its best to describe every item, product or service offered on the Service as accurately as possible. However, Triller does not warrant that specifications or pricing on the Service is complete, accurate, reliable, current or error-free. In the event of any errors relating to the pricing or specifications of any item, product or service, Triller has the right to refuse or cancel any orders, in its sole and absolute discretion. If Triller charged your credit card or other account prior to cancellation, Triller will issue a credit to your account in the amount of the charge. Additional terms may apply.

6. Modifications to Prices or Billing Terms. The purchase of products and services on the Service is subject to availability. PRODUCTS AND SERVICES DISPLAYED ON THE SERVICE MAY NOT BE AVAILABLE AT ALL TIMES AND MAY BE SUBSTITUTED OR DISCONTINUED AT ANY TIME. TRILLER RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SERVICE OR BY E-MAIL DELIVERY TO YOU.

## **8. Restrictions on Use of the Service.**

1. In using the Service, you agree not to:
  - i. use any device, software or routine to interfere or attempt to interfere with the proper working of the Service, or any activity conducted on the Service;
  - ii. attempt to decipher, decompile, disassemble or reverse engineer any of the software or source code comprising or making up the Service;
  - iii. delete or alter any material Triller or any other person or entity Posts on the Service;
  - iv. frame or link to any of the materials or information available on the Service;
  - v. alter, deface, mutilate, or otherwise bypass any approved software through which the Service is made available;
  - vi. use any trademarks, service marks, design marks, logos, photographs, or other content belonging to Triller or obtained from the Service;
  - vii. access, tamper with, or use non-public areas of the Service, Triller's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of Triller's providers;
  - viii. provide any false personal information to Triller;
  - ix. create a false identity or impersonate another person or entity in any way;
  - x. create a new account with Triller, without Triller's express written consent, if Triller has previously disabled an account of yours;
  - xi. solicit, or attempt to solicit, personal information from other Users of the Service;
  - xii. restrict, discourage, or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from

the Service without the consent of that person, or collect information about Users of the Service;

- xiii. use the Service to send emails or other communications to persons who have requested that you not send them communications;
  - xiv. use the Service, without Triller's express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;
  - xv. gain unauthorized access to the Service, to other Users' accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Service;
  - xvi. post any virus, worm, spyware, or any other computer code, file, or program that may or is intended to disable, overburden, impair, damage, or hijack the operation of any hardware, software, or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service;
  - xvii. interfere with or disrupt the Service, networks, or servers connected to the Service or violate the regulations, policies or procedures of those networks or servers;
  - xviii. violate any applicable federal, state, or local laws or regulations or the terms of this EULA; or
  - xix. assist or permit any person in engaging in any of the activities described above.
2. **External Sites.** The Service may contain links to or the ability to share information with third party websites ("**External Sites**"). Triller does not endorse any content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such content located on such External Sites. Triller is not responsible for the content of any External Sites and does not make any representations regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer and mobile devices from viruses and other destructive programs. If you decide to access any External Sites, then you do so at your own risk.
3. **Feedback.** While our own staff is continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the User community. If you choose to contribute by sending Triller or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or

other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively, “**Feedback**”), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to Triller, you agree that:

- a. Triller has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;
- b. Feedback is provided on a non-confidential basis, and Triller is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and
- c. You irrevocably grant Triller perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

**9. Notice and Procedure for Making Claims of Copyright or Other Intellectual Property Infringements.**

- a. Respect of Third Party Rights. Triller respects the intellectual property of others and takes the protection of intellectual property very seriously, and we ask our Users to do the same. Infringing activity will not be tolerated on or through the Service.
- b. Repeat Infringer Policy. Triller’s intellectual property policy is to (i) remove or disable access to material that Triller believes in good faith, upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available through the Service; and (ii) remove any User Content uploaded to the Service by “repeat infringers.” Triller considers a “repeat infringer” to be any User that has uploaded User Content or Feedback to or through the Service and for whom Triller has received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to such User Content or Feedback. Triller has discretion, however, to terminate the Account of any User after receipt of a single notification of claimed infringement or upon Triller’s own determination.
- c. Procedure for Reporting Claimed Infringement. If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please



promptly send a “**Notification of Claimed Infringement**” containing the following information to the Designated Agent identified below. Your Notification of Claimed Infringement may be shared by Triller with the User alleged to have infringed a right you own or control, and you hereby consent to Triller making such disclosure. Your communication must include substantially the following:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;
- ii. Identification of works or materials being infringed, or, if multiple works are covered by a single notification, then a representative list of such works;
- iii. Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Triller to locate the material;
- iv. Information reasonably sufficient to permit Triller to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- v. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should consult with your own lawyer and/or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

- o d. Designated Agent Contact Information. Triller’s designated agent for receipt of Notifications of Claimed Infringement (the “**Designated Agent**”) can be contacted at:

Via E-mail: [team@triller.co](mailto:team@triller.co)

Via U.S. Mail: 133 West 19th Street 5A, New York, NY 10011

- o e. Counter Notification. If you receive a notification from Triller that material made available by you on or through the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide Triller with what is called a “**Counter Notification**.” To be effective, a Counter Notification must be in writing, provided to Triller’s Designated Agent through

one of the methods identified in Section 9.d and include substantially the following information:

- i. A physical or electronic signature of the subscriber;
- ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- iii. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- iv. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, then for any judicial district in which Triller may be found, and that the subscriber will accept service of process from the person who provided notification under Section 9.d above or an agent of such person.

A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party's obligations to provide a valid counter notification under the Copyright Act.

- o f. Reposting of Content Subject to a Counter Notification. If you submit a Counter Notification to Triller in response to a Notification of Claimed Infringement, Triller will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that Triller will replace the removed User Content or Feedback or cease disabling access to it in 10 business days, and Triller will replace the removed User Content or Feedback and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless Triller's Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the User from engaging in infringing activity relating to the material on Triller's system or network.
- o g. False Notifications of Claimed Infringement or Counter Notifications. The Copyright Act provides that:

[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, will be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of [Triller] relying upon such misrepresentation in removing or disabling access to the material or

activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.

17 U.S.C. § 512(f).

Triller reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

## 10. **Dispute Resolution.**

- a. **Mandatory Arbitration.** Please read this carefully. It affects your rights. TRILLER (AND ITS RESPECTIVE CORPORATE PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, PERMITTED ASSIGNS), YOU AND ANY OTHER PARTIES ON WHOSE BEHALF YOU ARE ACCESSING THE SERVICE AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS EULA OR THE SERVICE. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit [www.adr.org](http://www.adr.org) for more information.
- i. **Commencing Arbitration.** A party who intends to seek arbitration must first send to the other, by a reputable courier with a tracking mechanism, a written notice of intent to arbitrate (a “**Notice**”), or, in the absence of a mailing address provided by you to Triller, to you via any other method available to Triller, including via e-mail. The Notice to Triller should be addressed to 133 West 19<sup>th</sup> Street 5A, New York, NY 10011, Attn: Chief Executive Officer (the “**Arbitration Notice Address**”). The Notice must (A) describe the nature and basis of the claim or dispute; and (B) set forth the specific relief sought (the “**Demand**”). If you and Triller do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Triller may commence an arbitration proceeding as set forth below or file a claim in small claims court. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“**AAA**”) IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (“**Rules**”), AS MODIFIED BY THIS EULA. The Rules and AAA forms are available at <http://www.adr.org>. If you are required to pay a filing fee to commence arbitration against Triller, then Triller will promptly reimburse you for your confirmed payment of the filing fee upon Triller’s receipt of Notice at the Arbitration Notice Address that you have commenced arbitration along with a receipt evidencing payment of the

filing fee, unless your Demand is equal to or greater than U.S.\$1,000 or was filed in bad faith, in which case you are solely responsible for the payment of the filing fee.

- ii. Arbitration Proceeding. The arbitration will be conducted in English. A single independent and impartial arbitrator with his or her primary place of business in New York County, New York will be appointed pursuant to the Rules, as modified herein. You and Triller agree the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (A) the arbitration will be conducted online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (B) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (C) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- iii. No Class Actions. YOU AND TRILLER AGREE THAT YOU AND TRILLER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION SECTION WILL BE NULL AND VOID.
- iv. iv. Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator will issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential, and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement setting forth the reasons for the disposition of any claim. The arbitrator will apply the laws of the State of New York in conducting the arbitration. You acknowledge that these terms and your use of the Service evidences a transaction involving interstate commerce. The United States Federal Arbitration Act will govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in this EULA.
- o b. Equitable Relief. The foregoing provisions of this Dispute Resolution Section do not apply to any claim in which either party seeks equitable relief to protect

such party's copyrights, trademarks, or patents. You acknowledge that, in the event Triller or a third party breaches this EULA, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against Triller, and your only remedy will be for monetary damages, subject to the limitations of liability set forth in this EULA.

- c. Claims. You and Triller agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to this EULA or the Service, excluding a claim for indemnification, must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.
- d. Improperly Filed Claims. All claims you bring against Triller must be resolved in accordance with this Dispute Resolution Section. All claims filed or brought contrary to this Dispute Resolution Section will be considered improperly filed. Should you file a claim contrary to this Dispute Resolution Section, Triller may recover attorneys' fees and costs up to \$5,000, provided that Triller has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.
- e. Modifications. In the event that Triller makes any future change to the Mandatory Arbitration provision (other than a change to Triller's Arbitration Notice Address), you may reject any such change by sending us written notice within thirty (30) days of the change to Triller's Arbitration Notice Address, in which case your account with Triller and your license to use the Service will terminate immediately, and this Dispute Resolution provision, as in effect immediately prior to the amendments you reject, will survive the termination of this EULA.
- f. Enforceability. If only Section 10.a.iii or the entirety of this Section 10 is found to be unenforceable, then the entirety of this Section 10 will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 16 will govern any action arising out of or related to this EULA.

## **11. Limitation of Liability and Disclaimer of Warranties.**

- a. TRILLER, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS (COLLECTIVELY, THE "**TRILLER PARTIES**") MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE SERVICE AND ANY CONTENT AVAILABLE ON THE SERVICE, INCLUDING, BUT NOT LIMITED, TO THE ACCURACY, RELIABILITY, COMPLETENESS APPROPRIATENESS, TIMELINESS OR RELIABILITY THEREOF. THE TRILLER PARTIES WILL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF ANY CONTENT ON THE SERVICE OR ANY OTHER INFORMATION CONVEYED TO ANY USER, OR FOR ERRORS,

MISTAKES OR OMISSIONS THEREIN, OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA, OR INFORMATION STREAM FROM WHATEVER CAUSE. AS A USER, YOU AGREE THAT YOU USE THE SERVICE AND ANY CONTENT THEREON AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ALL CONTENT YOU UPLOAD TO THE SERVICE.

- b. THE TRILLER PARTIES DO NOT WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE, OR THAT THE SERVICE AND ANY CONTENT THEREON ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SERVICE OR ANY CONTENT THEREON RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO TRILLER PARTY WILL BE RESPONSIBLE FOR THOSE COSTS.
- c. THE SERVICE AND ALL CONTENT THEREON ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. ACCORDINGLY, THE TRILLER PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.
- d. IN NO EVENT WILL ANY TRILLER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM, OR IN CONNECTION WITH, THE USE OR INABILITY TO USE THE SERVICE AND ANY CONTENT THEREON, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH TRILLER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TRILLER’S LIABILITY, AND THE LIABILITY OF ANY OTHER TRILLER PARTIES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO U.S. \$100.SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.IN SUCH STATES, THE LIABILITY OF THE TRILLER PARTIES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

- 12. Third Party Disputes.** ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE SERVICE, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY CARRIER, COPYRIGHT OWNER OR OTHER USER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE THE TRILLER PARTIES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.
- 13. Indemnification.** You agree to defend, indemnify, and hold harmless the Triller Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this EULA; (ii) your access to, use or misuse of the Triller Content or the Service; or (iii) your User Content. Triller will provide notice to you of any such claim, suit, or proceeding. Triller reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section if Triller believes that you are unwilling or incapable of defending Triller's interests. In such case, you agree to cooperate with any reasonable requests assisting Triller's defense of such matter at your expense.
- 14. Term and Termination of the EULA.**
- a. Term. As between you and Triller, the Term of this EULA commences as of your first use of the Service and continues until the termination of this EULA by either you or Triller.
  - b. Termination. You may terminate this EULA by sending written notification to Triller at [team@triller.co](mailto:team@triller.co), deleting the App from your mobile devices, and terminating all other uses of the Service. If you wish to delete any of your User Videos from the Service, then you may do so using the permitted functionalities of the App, but the removal or deletion of a User Video will not terminate this EULA. Triller reserves the right, in its sole discretion, to restrict, suspend, or terminate this EULA and your access to all or any part of the Service at any time without prior notice or liability if you breach any provision of this EULA or violate the rights of any third party copyright owner of musical works or sound recordings. Triller may further terminate this EULA for any other reason upon ten (10) days' notice to you using the email address associated with your account credentials. Triller reserves the right to change, suspend, or discontinue all or any part of the Service at any time without prior notice or liability.
  - c. Sections 1.c, 2.c, 3.b, 3.d and 4-17 will survive the termination of this EULA indefinitely.

- 15. Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in the Privacy Policy. Please read the Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.
- 16. Miscellaneous.** This EULA is governed by the internal substantive laws of the State of New York without respect to its conflict of laws provisions. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in New York, New York. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Triller as a result of this EULA or use of the Service. You further acknowledge that by submitting User Content, no confidential, fiduciary, contractually implied or other relationship is created between you and Triller other than pursuant to this EULA. If any provision of this EULA is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this EULA, which will remain in full force and effect. Failure of Triller to act on or enforce any provision of this EULA will not be construed as a waiver of that provision or any other provision in this EULA. No waiver will be effective against Triller unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Triller and you, this EULA constitutes the entire agreement between you and Triller with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter herein. The Section headings are provided merely for convenience and will not be given any legal import. This EULA will inure to the benefit of our successors and assigns. You may not assign this EULA or any of the rights or licenses granted hereunder, directly or indirectly, including by sale, merger, change of control, operation of law or otherwise, without the prior express written consent of Triller. This means that in the event you dispose of any device on which you have installed the App, such as by sale or gift, you are responsible for deleting the App from your mobile device prior to such disposition. Triller may assign this EULA, including all its rights hereunder, without restriction.
- 17. Contact Us.** If you would like to contact us in connection with your use of the Service, then please refer to the contact information below: by mail at 133 West 19<sup>th</sup> Street 5A, New York, NY 10011, and by email at [team@triller.co](mailto:team@triller.co).
- 18. Open Source Software.** The App contains certain open source software. Each item of open source software is subject to its own applicable license terms.



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