

LiveStage User Agreement

Last updated: November 2023

About LiveStage

The fundamental value of LiveStage is, that on LiveStage creators help others create content, and creators' popularity grows in tandem with the popularity of the individuals they help. In essence, LiveStage is a platform with a new philosophy when professionals create not content but new creators.

LiveStage creates a world...

...where people can take pictures anywhere at any time without even being there.

Omnipresence.

...where people who face a lack of ideas for creativity can join other people to realize their ideas in co-authorship.

...where everyone has the possibility to become a co-author with a superstar.

...where the social network with deep, true and valuable connections is.

Our principles: co-creation, co-authorship, co-experience.

We call all users of the platform who take photos or conduct or participate in photo shoots (as a model, for example) co-authors. And when we say or write or designate in an agreement or in an application Co-authorship, we do not mean a legal term or definition within the framework of this Agreement and within the framework of the Application, but a designation of the nature of the relationship that exists on LiveStage, understandable to every reasonable person.

Special Notices

This LiveStage User Agreement ("Agreement") governs your use of our services ("Services"), including the LiveStage Application. You are one party and the other party is LiveStage Inc. or one of its affiliates ("we" or "LiveStage"), a company whose registered address is 919 North Market Street, Suite 950, US, DE, 19801. For purposes of this Agreement, you and LiveStage shall be collectively referred to as the "Parties" and, respectively, "Side".

When using the Services, you are subject LiveStage Privacy Policy and you are subject to additional instructions or rules that are posted on the Services or made available to you or that apply to specific services and features that are disclosed to you in connection with such services. We may also offer certain paid services, which are subject to any additional terms and conditions notified to you in connection with such services.

By using our Services or by clicking "Register" during the registration process, you agree to all the terms and conditions of this Agreement. We may, in our sole discretion, revise this Agreement from time to time and the current version can be found at the following link: [About us>User agreement](#). By continuing to use our

Services, you agree to be bound by the revised Agreement.

The Services are not intended for use by persons under 18 years of age. To use the Services, you agree that:

- (1) you must be of "minimum age" (described below) or older; And
- (2) LiveStage has not limited your use of the Services. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under 18 years of age.

"Minimum age" means 18 years of age. However, if the law in your jurisdiction requires that you be over the Minimum Age in order for LiveStage to legally provide the Services to you without parental consent (including the use of your personal data), then the Minimum Age will be such older age.

You are solely responsible for maintaining the security of your LiveStage account and password. All activities and actions conducted through your LiveStage account will be deemed to be your conduct and actions for which you are solely responsible.

We do not accept payments and do not conduct business with individuals and legal entities in China, North Korea, Russia, Iran, Venezuela, Syria, North Korea, Cuba, Belarus, Eritrea, Central African Republic, Libya. If you are from such regions, you may not be able to use the Services.

LiveStage Funding.

You will not be charged for your use of LiveStage, however, by using LiveStage, which is subject to these Terms, you acknowledge that we may display advertisements to you for which we are paid by companies and organizations promoting their goods and services, and that The Application may contain paid content - for example, private photo events of other users. We may use your personal information, such as information about your activities and interests, to show you advertisements that are more relevant to you. We do not sell your personal information.

Contents of services

LiveStage, Inc. (LiveStage, "we", "us" or "our") provides a platform through an application (the "App") to a community of registered users ("users" or "you") to organize, host and participate in a variety of photo activities, including uploading and display photographs ("Visual Content"), participate in photo ratings, competitions, and share comments, opinions and ideas ("Services"). The above list of Services is not exhaustive, and we may offer additional Services from time to time. The following are the terms of use ("Terms") for use of the Application and Services.

i. User-generated content.

LiveStage allows users to conduct online photo events (photo events), use services such as chat, bulletin boards, forum postings, voice interactive services, and engage

in other activities in which you can create, publish, transmit, reproduce or store content, messages, text, sound, images, applications, code or other data or materials on the Services (“User Content”). Users of the Services may also transmit this User Content through the Services. The views expressed by other users of the Services do not reflect our views or values.

ii. Help you find content, products and services that may interest you.

We show you advertisements, offers and other sponsored content to help you find content, products and services offered by many users using LiveStage.

iii. Tackle harmful behavior, protect and support our community.

We employ dedicated teams around the world and develop advanced technical systems to identify misuse of our Services, harmful behavior towards others, and situations where we can help support or protect our community. If we learn of such content or behavior, we will take appropriate action, such as offering assistance by removing the content, removing or restricting access to certain features, terminating your account, or contacting law enforcement authorities.

iv. Global access to our Services

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

Account

To open an account, you will be asked to provide us with certain information, such as an account name and password.

You are solely responsible for maintaining the confidentiality of your account and password, for restricting access to your device, and for all activities that occur under your account or password. To the best of your knowledge, ensure that the information you provide to LiveStage upon registration and at all other times is true, accurate, current and complete.

We may allow you to register and log into the Services through certain third party services. The collection, use and disclosure of your information by a third party will be governed by the privacy policy of that third party service. Additional information about how LiveStage collects, uses and discloses your personal information when you link your LiveStage account and with your account on any third-party service can be found in our Privacy Policy.

We reserve the right to disable your user account at any time, including if you have failed to comply with any provision of these terms or if activity occurs on your account that, in our sole discretion, is or is likely to cause harm or damage the Services or violate the rights of third parties, or violate any applicable laws or

regulations.

If you no longer wish to use our Services again and wish to delete your account, we can take care of this for you. Please contact us at support@livestage.app, and we will provide you with further assistance and guide you through the entire process. Once you decide to delete your account, you will not be able to reactivate your account or receive any content or information that you added.

Confidentiality

Your privacy is important to LiveStage. Please review our Privacy Policy for information about how we collect, use and disclose your personal information and how you can manage your online privacy when using the Services.

Use of the Services

Your access to and use of the Services is subject to these terms and all applicable laws and regulations. You agree that you will comply with these Terms of Service and the LiveStage Community Guidelines and will not:

- i. create, upload, transmit, distribute or store any content that is inaccurate, unlawful, infringing, libelous, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, offensive, insulting, obscene, objectionable, defamatory, libelous, fraudulent or misleading, indecent, pornographic, offensive, threatening, promoting harassment or intimidation, harassing, vulgar, aimed at promoting sexual services, hateful, malicious, harmful to minors, racially or ethnically offensive, promoting racism, bigotry, harassment of minors in any form, hatred or physical harm of any kind against any group or individual, or disparaging religious, political or legal program to any person or entity or is otherwise contrary to our Community Guidelines or is otherwise objectionable;
- ii. impersonate any person or entity, falsely state your affiliation with any person or entity or access the LiveStage accounts of others without permission, falsify the identity of another person or the content of information transmitted through the Services, or do any other similar fraudulent activity;
- iii. defame, stalk, abuse, threaten or defraud LiveStage users, or collect or attempt to collect personal information about users or third parties without their consent;
- iv. remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services or User Content, features that prevent or restrict the use of or any content available through the Services, features that impose limitations on the use of the Services or the User. Remove any copyright or other proprietary rights notices on the Services or User Content;

v. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent such activity is expressly permitted by the laws of your jurisdiction of residence;

VI. modify, adapt, translate or create derivative works based on the Services or any part thereof, except and only to the extent such activities are expressly permitted by applicable law notwithstanding this limitation;

VII. interfere with or damage the operation of the Services or any user's use thereof by any means, including uploading or otherwise distributing viruses, adware, spyware, worms or other harmful code;

viii. manipulate identifiers in order to disguise the origin of any User Content;

ix. interfere with or disrupt the Services, servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; use the Services in any manner that could interfere with, disrupt, negatively impact, or interfere with other users' full enjoyment of the Services or that could in any way damage, disable, overburden, or impair the functioning of the Services;

x. attempt to circumvent any content filtering techniques we use or attempt to access any service or area of the Services that you do not have permission to access;

xi. use the Services for any illegal purpose or in violation of any local, state, national or international law or regulation, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy.

LiveStage is not responsible for any User Content or for any loss or damage resulting therefrom, and LiveStage is not liable for any errors, libel, slander, omissions, falsehoods, obscenity, pornography or profanity that you may encounter when using the Services. Your use of the Services is at your own risk. Further, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content prohibited by such rules.

LiveStage is not responsible for any statements or representations included in User Content. LiveStage does not endorse any User Content or the opinions, recommendations or advice expressed therein, and LiveStage expressly disclaims any liability in connection with User Content. To the maximum extent permitted by applicable law, LiveStage reserves the right to remove, review or edit any User Content posted or stored on the Services at any time without notice, including to the extent that such User Content violates these terms and conditions use of the Services or applicable law, and you are solely responsible for backing up and replacing any User Content that you post or store on the Services, at your own expense. Any use of the Services in violation of the foregoing violates these terms of

use of the Services and may result in, among other things, termination or suspension of your rights to use the Services.

Intellectual Property Rights

All text, data, images, graphics, audio and/or video information and other materials on the Services provided by LiveStage are the property of LiveStage and are protected by copyright, trademark and/or other proprietary rights laws. Nothing in this Agreement shall be construed as granting you any license to any intellectual property rights or such materials by LiveStage.

By using and/or uploading any livestream content or other content through the LiveStage Services to publicly accessible areas of LiveStage, you grant LiveStage and its sublicensees a royalty-free, perpetual, irrevocable, non-exclusive and fully sublicensable right and license, without any territorial or time restrictions and without any permissions and/or compensation to use, copy, modify, adapt, publish, translate, edit, dispose of, create derivative works from, distribute, perform and publicly display such content (in whole or in part) and/or incorporate such content into existing or future forms of work, media or technology.

User Content

Users of our Services may be permitted to upload, post or transmit or otherwise make available content through our Services, including, without limitation, any text, photographs, user videos, audio recordings and musical works used therein (collectively, "User Content") . Users of the Services may take high-quality photographs of other users' event photos to create other User Content, including sharing User Content with other users. The information and materials contained in User Content, including User Content that includes LiveStage Elements, have not been reviewed or endorsed by us. The opinions expressed by other users regarding the Services do not reflect our views and values.

You may also upload or transmit your User Content, including User Content with LiveStage Elements, to third party sites or platforms for non-commercial use.

Any User Content will be considered non-confidential and non-proprietary. You must not post any User Content through the Services we provide or transmit to us any User Content that you consider to be confidential or proprietary. When you submit content to a user using our Services, you agree and warrant that you own that User Content or you have received all necessary permissions from the copyright owner of any part of the content to upload it using our Services to third party platforms and/or adapt the content .

You or the owner of your User Content owns the copyright in the User Content submitted to us, but by posting User Content through the use of our Services, you hereby grant us an unconditional, irrevocable, non-exclusive, royalty-free, negotiable, perpetual, non-territorial right to use , modify, adapt, reproduce, create derivative works, publish and/or transmit, and/or distribute, and permit other users of

our Services and other third parties to view, access, use, download, modify, adapt, create derivative works, publish and /or transmission of your User Content in any format or platform now known or hereafter invented.

You also grant us a royalty-free license to use your user name, image, voice, and likeness to identify you as the source of any of your User Content.

Rights "Through the Audience".All rights granted by you through User Content in this User Agreement are granted on a "through-to-the-audience" basis, meaning that the owners or operators of third-party services will not be liable to you or any third party for user content posted and/or used on such third party platforms through our services.

Waiver of Rights to User Content. By posting User Content on or through our Services, you waive any rights to pre-screen or approve any marketing or promotional materials associated with such User Content. You also waive any rights of privacy, publicity or any other similar rights in connection with your User Content or any portion thereof. You hereby waive any and all moral rights, to the extent that any moral rights may not be transferred or assigned, and you agree not to assert, support, bring or permit the bringing of any claim, based on any moral rights you may have in any User Content posted by you on or through our Services.

We also have the right to disclose your identity to any third party who is claiming that User Content posted or uploaded by you to our Services constitutes a violation of their intellectual property rights or their right to privacy.

We or third parties authorized by us reserve the right to cut, crop, edit or refuse to publish your content in our sole discretion or the discretion of such third parties. We have the right to remove, disable, block or remove any posting you make on our Services if, in our opinion, your posting does not comply with the content standards set out in the "Your Access to and Use of Our Services" section above. In addition, we have the right - but not the obligation - in our sole discretion to remove, prohibit, block or remove any User Content (i) that we believe violates this User Agreement, or (ii) in response to complaints from other users or third parties , with or without notice and without any liability to you. Therefore, it is recommended that you save copies of any User Content you post through our Services on personal devices if you need to maintain copies of such User Content at all times. We do not guarantee the accuracy, integrity, appropriateness, or quality of any User Content, and under no circumstances will we have any liability for any User Content.

You control whether your User Content is publicly available to all other users or only available to users you choose. To limit access to your User Content, you must select the appropriate privacy settings available on the Platform.

We do not accept any liability in relation to any content submitted by users and published by us or authorized third parties.

LiveStage takes reasonable measures to promptly remove any content that violates our policies. According to policy LiveStage, in appropriate circumstances and at our discretion, may disable or terminate the accounts of users who repeatedly infringe the copyrights or other intellectual property rights of others.

While our staff continually works to develop and evaluate our own products and features, we pride ourselves on paying close attention to the feedback, comments and suggestions we receive from our users. If you choose to contribute by sending us or our employees any ideas, products, services, features, modifications, enhancements, content, enhancements, technologies, suggestions (such as audio, video, games, or other types of content), promotions, strategies, names for new products, or any related documentation, artwork, computer codes, diagrams, or other materials (collectively, "Suggestions"), then regardless of how your proposals are further discussed, the following terms will apply to avoid any misunderstanding in future. Accordingly, by submitting an offer to us, you agree that:

- i. LiveStage has no obligation to review, consider or implement your Suggestions, or return all or part of any Suggestions to you for any reason;
- ii. Suggestions are provided on a non-confidential basis and we are under no obligation to maintain the confidentiality of Suggestions you submit or to refrain from using or disclosing them in any way; And
- iii. You irrevocably grant us the perpetual and unrestricted rights to reproduce, distribute, create derivative works from, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, publish, and otherwise use your proposals and their derivatives for any purpose and without limitation, free of charge and without attribution, including by creating, using, selling, offering for sale, importing and promoting commercial goods and services that contain or embody your proposals, whether in whole or in part, in the original or modified form sent.

Termination of services

To the maximum extent permitted by applicable law, LiveStage reserves the right, without prior notice and in our sole discretion, to terminate your license to use the Services (including the posting of User Content) and to block or prevent your future access and use. Services, including where we reasonably believe that: (a) your use of the Services violates this Agreement or applicable law; (b) you fraudulently use or misuse the Services; or (c) we are unable to continue to provide the Services to you for technical or legitimate business reasons. This includes the ability to terminate or suspend your access to any products or services purchased. To the maximum extent permitted by applicable law, your sole remedy with respect to any dissatisfaction with (i) the Services, (ii) any provision of these terms of the Services, (iii) any policies or practices of LiveStage in operating the Services, or (iv) any content or information transmitted through the Services constitutes termination of your account and use of any or all portions of the Services.

Denial of responsibility

You are solely responsible for any risks associated with using the LiveStage Services. Any use of or reliance on the LiveStage Services is at your own risk.

Under no circumstances does LiveStage guarantee that the Services will meet your requirements or guarantee that the Services will be uninterrupted. The timeliness, security and accuracy of the Services are also not guaranteed. You acknowledge and agree that the Services are provided by LiveStage on an “as is” basis. LiveStage makes no representations or warranties of any kind, express or implied, regarding the operation and provision of such Services or any part thereof. LiveStage assumes no responsibility for the quality, timeliness, accuracy or completeness of the Services and shall not be liable for any consequences that may arise from your use of such Services.

LiveStage does not guarantee the accuracy or integrity of any external links that may be accessed through the use of the Services and/or any external links provided for your convenience. LiveStage is not responsible for the contents of any linked site or any link contained in a linked site, and LiveStage is not responsible, directly or indirectly, for any loss or damage arising from the use of the Services. Moreover, LiveStage does not bear any responsibility for the content of any web page that you access via an external link that is not under the control of LiveStage.

LiveStage assumes no liability for interruptions or other deficiencies in the provision of the Services caused by force majeure or otherwise beyond LiveStage's control. However, to the extent possible, LiveStage will reasonably attempt to minimize the resulting loss and impact on you.

Jurisdiction

This Agreement shall be governed in all respects by the laws of the United States of America and the laws of the State of Delaware, without giving effect to any principles of conflicts of law that would require the application of the laws of another jurisdiction. Any legal action or proceeding related to this Agreement shall be brought exclusively in the state or federal courts located in San Francisco, California, and each party consents to the jurisdiction thereof. The language is English.

Information request

All requests for information or documents related to potential, pending or current litigation, investigations or disputes, or for third party user information from any LiveStage Services must be made using the appropriate level of legal process and must be properly filed with LiveStage . Live via LiveStage Inc.

Change of Agreement

We amend these terms of Agreement from time to time, for example, when we update the functionality of our Services, when we combine multiple applications or services operated by us or our affiliates into a single combined service or application, or when regulatory changes occur. . We will use commercially reasonable efforts to notify all users generally of any material changes to these terms, such as through a notice on the LiveStage Platform. However, you should review the Agreement regularly for such changes. Your continued access to or use of the Services after the date you accept the new terms constitutes your acceptance of the new terms. If you do not agree to the new terms, you must stop accessing or using the Services.

Other conditions

This Agreement constitutes the entire agreement of the agreed upon clauses and other relevant matters between both parties. Except as provided in this Agreement, no other rights are granted to either Party to this Agreement.

If any provision of this Agreement is determined by any competent authority to be invalid or unenforceable, in whole or in part, for any reason, the remaining provisions of this Agreement will remain valid and binding.

The headings in this Agreement are for convenience and are not to be taken into account in interpreting this Agreement.