

CHIVE TV AFFILIATE PROGRAM TERMS AND CONDITIONS

These CHIVE TV Affiliate Program Terms and Conditions (these “**Terms**”) govern the CHIVE TV Affiliate Program (the “**Program**”), operated by Chive Media Group, LLC (“**CMG**,” “**we**,” “**us**,” or “**our**”). By applying to and/or participating in the Program, you agree that you have read, understand, and fully and unconditionally agree to and accept these Terms, which constitute a legal contract between you and CMG.

1. Program Overview. ONLY APPROVED AFFILIATES ARE ELIGIBLE TO PARTICIPATE IN THIS PROGRAM.

1.1. **Generally.** This Program allows eligible Affiliates (defined herein) to, subject to these Terms, receive monetary compensation in exchange for having referred eligible Approved Venues (defined herein) to sign up for a CHIVE TV Plan using a referral code assigned to the Affiliate by CMG.

1.2. **Approved Venues.** To qualify as an “**Approved Venue**” under this Program, an establishment must: (a) be a commercial place of business; not a household or private residence; (b) be capable of playing CHIVE TV, including without limitation, having all necessary technological and audio-visual capabilities; (c) not currently be playing CHIVE TV or have signed up for a CHIVE TV Plan; (d) be approved by CMG to sign up for CHIVE TV and not otherwise rejected by CMG, which approval or rejection will be at our sole discretion; (e) not be owned by you; (f) not be a strip club, topless bar, or similar establishment; and (g) meet any other requirements of which we notify you.

2. **Changes to Terms and Program.** We reserve the right to, in our discretion and at any time, make any and all updates and changes to these Terms and/or the Program. Unless we notify you otherwise, all changes will be effective immediately upon our providing notice to you of such changes, provided that no such changes will apply to any then-completed or pending Approved Venue CHIVE TV signups within our Portal (defined herein).

3. Program Eligibility.

3.1. **Affiliate Eligibility.** To apply to participate as an “**Affiliate**” in this Program, you must first submit a fully completed truthful application (including any additional documents requested as part of the application) to the Program. To submit an application, you must be a legal resident of the United States or of any other country for which we approve (in our discretion) this Program and must be at least 18 years of age or the age of majority in the jurisdiction of your residence. Legal residents of Canada must provide a completed form W-8BEN to be eligible.

You may submit an Affiliate application at: **chive.tv/affiliate**.

3.2. **Affiliate Approval.** You will not be deemed an Affiliate eligible to participate in this Program, until and unless we approve your application. If we do not approve your application, you are not eligible to participate in this Program. We will have sole discretion over the approval or rejection of all applications, and we do not make any representations or guarantees regarding whether your application will be approved.

3.3. **Your Information.** You agree that we may use any information that you provide to us or to others in connection with your participation in this Program, through your application or any websites or platforms related to CHIVE TV or the Program, in accordance with our Privacy Policy, available at: www.chivemediagroup.com/legal/privacy.

4. **Referral Codes.** In connection with this Program, if you are approved as an Affiliate, you may choose a unique alphanumeric code that meets our requirements (your “**Referral Code**”) for you to distribute to Approved Venues and for those Approved Venues to input when signing up for a new CHIVE TV Plan through our CHIVE TV customer portal (the “**Portal**”). You acknowledge and agree that: (a) we may limit the number of Referral Codes made available to you; (b) we will be the sole owner of all Referral Codes; (c) we may reject or later, suspend, deactivate, invalidate, or terminate your Referral Code at any time, in our discretion.

5. **Permitted Referral Activities.** As an Affiliate, you may only engage in the following activities (the “**Referral Activities**”), and you may not engage in any other activities or commercial or non-commercial transactions with respect to CHIVE TV, this Program, or your Referral Code without our prior written permission:

5.1. **Approved Venue Sign-Ups.** You may refer third-party Approved Venues to sign up for CHIVE TV by providing Approved Venue(s) with your Referral Code to enter when the Approved Venue signs up for a CHIVE TV Plan through the Portal. Each Approved Venue that signs up through the Portal using your Referral Code will be deemed a “**Referred Venue**” hereunder. You are solely responsible for ensuring that the Approved Venue enters your Referral Code into the Portal in order to qualify as a Referred Venue. Each Referred Venue may only sign up once using your Referral Code.

5.2. **Marketing Materials.** You may provide Approved Venues only with CHIVE TV marketing or promotional material that we may make available to you for distribution (“**Marketing Materials**”). You may not create your own marketing or promotional materials; and you may not make any promises, representations, warranties, or guarantees regarding CMG or CHIVE TV, except as contained in the Marketing Materials or otherwise pre-approved by us.

5.3. **Your Responsibility.** You are solely responsible for all your Referral Activities and your statements and interactions with all Approved Venues and other third parties. You may not use your Referral Code for anything other than engaging in Referral Activities, and you may not engage in any other activity or make any other representations or omissions on behalf of CMG or related to CHIVE TV, without our prior written consent.

6. **Referral Payments.**

6.1. **Verification Periods.** Once each of your Referred Venues signs up for CHIVE TV, we will measure the number of hours of CHIVE TV played by that Referred Venue during each of the following time periods (each a “**Verification Period**”):

(a) from the date of sign up to the immediately ensuing 23rd day of the calendar month; (the “**First Measurement Date**”);

(b) from the First Measurement Date to the 23rd of the next calendar month following the First Measurement Date (the “**Second Measurement Date**”); and

(c) from the Second Measurement Date to the 23rd of the second calendar month following the Second Measurement Date.

The number of hours played will reset to zero at the beginning of each Verification Period.

6.2. **Play Threshold.** If a Referred Venue plays at least 40 hours of CHIVE TV during any single Verification Period, that Referred Venue will have met the “**Play Threshold.**” CMG’s records and metrics will be the exclusive and final determinant of whether Play Thresholds are met.

6.3. **Referral Payments.** Subject to these Terms, CMG will pay you a single one-time referral payment in the amount of **\$100**, minus any third-party payment processing fees charged (a “**Referral Payment**”), for each separate Referred Venue, if and when that Referred Venue meets the Play Threshold during any Verification Period.

6.4. **Payment Method.** CMG will make all referral payments by PayPal to the PayPal account associated with the Email address you provided in your application (as may be updated by you). To be eligible to receive a Referral Payment, you must have a valid active PayPal account; if you do not have a valid active PayPal Account at the time we are scheduled to issue you a Referral Payment, you will not be eligible to receive, and you will forfeit any right to receive, the applicable Referral Payment. Please note that PayPal may charge fees associated with the processing of your Referral Payment, and if so, the actual amount of your Referral Payment will be reduced by those processing fees. You are solely responsible for maintaining the accuracy of your PayPal account information.

6.5. **Payment Timing.** CMG will issue all Referral Payments as soon as practicable following the Verification Date on which the Referred Venue meets the Play Threshold.

6.6. **Non-Eligible Referrals.** You will not receive or otherwise be eligible for any Referral Payment or any other payment, consideration, or compensation, if, for any reason: (a) Approved Venue does not enter your Referral Code into the Portal, even if you engaged in Referral Activities with respect to that venue; (b) any venue does not qualify as an “Referred Venue” hereunder; or (c) a Referred Venue does not meet the Play Threshold; (d) you do not have an active valid PayPal account at the time CMG is scheduled to issue a Referral Payment to you; or (e) you breach or otherwise fail to comply with these Terms.

6.7. **Payment Disclaimer.** You understand and agree that the amount of any Referral Fees earned by you is dependent on the number of valid Referred Venues that sign up for CHIVE TV using your Referral Code. We disclaim any and all representations, warranties, or other promises or guarantees regarding the amount of Referral Fees you can expect at any time in connection with this Program.

7. **Prohibited Activities.** As an Affiliate, you agree that you will not engage in any activity, make any representation or omissions, or use the CMG Trademarks (defined herein) in any manner, that, as determined by us in our discretion:

- Involves “spamming,” the use of automated systems, programs, automated dialing, scripts, bots, or the sending mass emails, text messages, social media contacts, or phones calls to any person or entity with whom you do not have a pre-existing relationship, requesting that they sign up for CHIVE TV or use your Referral Code;
- Offers anything of value, other than CHIVE TV itself, to any person or entity in exchange for them signing up for CHIVE TV;
- Discloses or provides personally identifiable information or other information protected under any law, agreement, or fiduciary relationship, including without limitation, proprietary or confidential information of others;
- Is false, fake, deceptive, misleading, deceitful, misinformative, impersonates any person or entity, or otherwise constitutes unfair competition, deceptive trade practices, or similar unlawful activity;
- Misrepresents: (a) the nature, characteristics, qualities, of CHIVE TV or your Referral Code or makes any false representations about us, this Program, or CHIVE TV; or (b) your relationship with, or suggests an affiliation, partnership, endorsement, sponsorship, association, or approval between

yourself and us or any third party, where none exists (for example, stating “Metallica says to use my CHIVE TV referral code to sign up for CHIVE TV” is not permitted);

- Is likely to cause confusion, deception, or mistake that it is an official communication from CMG, when it is not;
- Infringes on or violates the rights of any third party, including but not limited to, copyright, trademark, patent, trade secret, other intellectual property rights, or rights of privacy or publicity;
- Is reasonably likely to be disparaging of or otherwise harmful to the reputation, goodwill, or commercial interests of us or any third party;
- Is violent, tortious, unlawful, harmful, pornographic, obscene, threatening, abusive, harassing, defamatory, libelous, indecent, vulgar, or otherwise offensive; or harasses, degrades, intimidates, discriminates, or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; or
- Violates any applicable civil or criminal laws, rules, or regulations, promotes any illegal activity, or may create any criminal or civil liability on behalf of us.

8. Intellectual Property.

8.1. **CMG Trademarks.** During your authorized participation as an Affiliate in this Program, we grant you a revocable, non-exclusive, royalty-free, non-sublicensable, non-transferable license to use our trademarks, trade names, logos, brands and similarly identifying material (including “CHIVE TV,” “theCHIVE,” and “Chive Media Group”) (collectively, “**CMG Trademarks**”) solely in connection with your performance of authorized Referral Activities. Your foregoing right and license to use any CMG Trademarks will expire, and you will cease all uses of all CMG Trademarks, immediately upon termination, for any reason, of your Affiliate status, your participation in this Program, or the program as a whole. You agree that all uses of the CMG Trademarks will be on behalf of CMG and all goodwill associated therewith will inure to the sole benefit of CMG (or its parent, as applicable). Other than the foregoing license granted to you, CMG reserves and retains all right, title, and interest in and to all CMG Trademarks.

8.2. **CHIVE TV Materials.** All materials, images, videos, content, inventions, media, works of authorship, names, likenesses, biographical information, third-party trademarks, and other intellectual or other property displayed or used on or in connection with CHIVE TV (collectively, “**CHIVE TV Materials**”) are the exclusive property of their respective owners and may be protected by copyright, trademark, patent, trade secret, privacy, or publicity laws, and/or other laws of the United States or foreign countries. All rights in all CHIVE TV Materials are reserved by their respective owners. Participating as an Affiliate does not grant you any ownership or other rights in any CHIVE TV Materials, nor does it grant you a license to otherwise use any CHIVE TV Materials for any purpose, except as may be expressly provided by these Terms.

9. **Confidentiality.** With respect to any non-public confidential or proprietary information relating to the business of CMG or its parents, subsidiaries, or affiliates (including without limitation, Trade Secrets [as defined by the Defend Trade Secrets Act - 18 U.S.C. § 1833] and all technical, projection, business plan, data, strategic, and financial information or other information that is, or by its nature or identification as such should be reasonably understood to be, confidential or proprietary) (collectively “**Confidential Information**”), you agree to keep confidential and not disclose or cause the disclosure of any Confidential Information to any third-party, except: (a) with our prior written consent; or (b) as may be required by law, subpoena, or court order, in which case you agree to, prior to disclosure, provide us with prompt written notice thereof along with a copy of any applicable subpoena or order. Notwithstanding the foregoing, “Confidential Information” does not include any information that you

can demonstrate was or becomes, other than as a result of a breach of these Terms or of a confidentiality, legal, or fiduciary obligation owed to by you to us or a third party: (a) generally available to and known by the public; (b) disclosed to you on a non-confidential basis from a source other than us; (c) within your possession prior to when it was disclosed to you by us; or (d) independently acquired or developed by you without the use of Confidential Information. Additionally, nothing in this Agreement will prevent the disclosure of a Trade Secret expressly permitted by the Defend Trade Secret Act and that: (a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and (ii) is made solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. All confidentiality obligations of this Section will survive any Event of Termination.

10. **Your Representations and Warranties.** You represent and warrant that: (a) you are at least 18 years of age or the age of majority of the jurisdiction of your residence; (b) you have the full right, power, and authority to agree to these Terms, to grant us all rights granted by you hereunder, and to perform all obligations hereunder and otherwise with respect to the Program; (c) your participation in the Program will not violate any applicable laws, rules, regulations, or other requirements of any applicable governmental authority (including all such rules governing communications and marketing); (d) your participation in the Program and your performance therein does not and will not violate or breach any agreement to which you are a party or any fiduciary or other obligation to which you are otherwise bound; and (f) the information you provide in connection with the Program is and will be accurate, current, and complete at all times.
11. **Non-Disparagement.** You agree that you will not take any action, make any representation or omission, or use any CMG Trademarks in any manner that is reasonably likely to be disparaging of or otherwise harmful to the reputation, goodwill, or commercial interests of CMG, its parents, subsidiaries, and affiliates, or any of its or their respective directors, officers, employees, agents, members, shareholders, agents, assigns, and representatives (collectively, “**Representatives**”); provided that statements made in good faith response to any question, inquiry, or request for information relating to a legal proceeding will not violate this Section.
12. **Compliance with Rules and Laws.** You agree to fully comply with all: (a) rules or other terms that we may provide to you in connection with this Program; and (b) laws, rules, and regulations applicable to this Program, your participation herein, and/or all Referral Activities.
13. **Non-Assignment.** Your participation in this Program, Affiliate status, and Referral Code are personal to you. You may not assign, transfer, or subcontract your participation in this Program, Affiliate status, or Referral Code to any third party, without our prior written consent.
14. **Indemnification.** You agree to indemnify, defend, and hold harmless CMG and its Representatives from and against any third-party claims, suits, actions, demands, damages, liabilities, judgments, costs and expenses (including reasonable attorney’s fees) (collectively “**Claims**”) arising from or related to your: (a) violation of breach of any provision, representation, or warranty of these Terms; (b) violation of or infringement upon the rights of any third party; (c) injury or damages to any third party person or property in connection with this Program; or (d) violation of any applicable laws, rules, or regulations.
15. **Release.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU FOREVER RELEASE AND HOLD HARMLESS CMG AND ITS REPRESENTATIVES (COLLECTIVELY, THE “**RELEASEES**”) FROM AND AGAINST ANY CLAIMS, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, THAT YOU MAY NOW OR LATER HAVE, ARISING FROM OR RELATED TO YOUR PARTICIPATION IN THIS PROGRAM OR

INABILITY TO PARTICIPATE IN THIS PROGRAM. YOUR FOREGOING RELEASE INCLUDES, WITHOUT LIMITATION, ALL CLAIMS ARISING FROM OR RELATED TO: (A) THE NEGLIGENCE OF ANY RELEASEE OR ANY THIRD PARTY; (B) PHYSICAL AND/OR MENTAL INJURY, HARM, DAMAGES, DISABILITY, ILLNESS, DEATH, AND/OR OTHER OR LOSS TO YOU OR YOUR PROPERTY; (C) TERMINATION, SUSPENSION, DEACTIVATION, OR INVALIDATION OF THIS PROGRAM, YOUR REFERRAL CODE, OR YOUR AFFILIATE STATUS; (D) REJECTION OF YOUR APPLICATION TO THIS PROGRAM; (E) THE AMOUNT OF REFERRAL FEES YOU EARN OR DO NOT EARNED IN CONNECTION WITH THE PROGRAM; AND/OR (F) INFLICTION OF EMOTIONAL DISTRESS, DEFAMATION, FALSE LIGHT, COMMON LAW OR STATUTORY MISAPPROPRIATION, INVASION OR OTHER VIOLATIONS OF ANY RIGHT OF PRIVACY AND/OR PUBLICITY.

- 16. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NONE OF THE RELEASEES WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PERSONAL INJURY, LOST PROFITS, OR OTHER DAMAGES, UNDER ANY THEORY OF LIABILITY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PROGRAM, YOUR PARTICIPATION (OR NON-PARTICIPATION) THEREIN, OR THESE TERMS, EVEN IF ANY RELEASEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT PAID OR PAYABLE TO YOU, AS THE CASE MAY BE, DURING THE 1-YEAR PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
- 17. Independent Contractors.**
- 17.1. **Independent Contractor Status.** You and we are, and will remain at all times, independent contractors, and nothing in this Agreement will be construed to create an agency, employment, fiduciary, representative or any other relationship between you and us. You will not represent yourself to be an employee, representative, or agent of us. You understand and agree that you do not have authority, express or implied, to bind us in any manner, or to enter into any agreement or incur any liability on our behalf.
- 17.2. **Taxes and Expenses.** You will be solely responsible for: (a) all federal, state, and/or local taxes associated with your receipt of Referral Payments; and (b) all expenses incurred by you in connection with your performance of all Referral Activities or any other actions under this Program.
- 18. Reservation of Rights.** We reserve the right to withhold, delay, or deduct any Referral Payments if we determine or suspect that such Referral Payment or the corresponding Referral Code is subject to error, fraudulent or illegal activity, or that you have violated any of these Terms.
- 19. Referral Code Disputes.** Only one Affiliate may earn a Referral Payment for a single Approved Venue. In the event that multiple Affiliates claim credit for a particular Approved Venue sign up, CMG will have full discretion to determine which Affiliate is entitled to the Referral Payment, in accordance with CMG's records, and CMG's determination thereof will be final and binding.
- 20. Further Assurances.** You agree to execute and/or deliver such other documents or instruments and take such further action reasonably requested by us as may be reasonably necessary to effectuate the Program or these Terms.
- 21. Notices.** We may provide you with any notices or writings under these Terms or otherwise in connection with the Program by Email or the address contact information provided when you applied to the Program, as may be updated by you. You can update your information by contacting us through the Portal. You must provide any notices by the contact method we provide to you.

22. Governing Law; Jurisdiction; Severability. These Terms and the Program will be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles; and any Claim related to these Terms will be adjudicated exclusively in the Federal or State Courts located in Austin, Texas. If any provision of these Terms found by a court or adjudicator of competent jurisdiction to be invalid or unenforceable, such provision will be invalid and/or unenforceable only to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

23. Cumulative Rights. All rights, powers, and remedies under these Terms will be cumulative with and in addition to all other rights, powers, or remedies at law or in equity. Any failure to enforce any provision of these Terms, in whole or in part, will not be construed as a waiver of that or any other provision or the enforcement thereof at any time.

24. Termination.

24.1. **Event of Termination.** This Program and/or your participation herein may be terminated as follows (each an “**Event of Termination**”): (a) you may terminate your participation in this Program, at any time and for any reason, by providing us with written notice of termination (by mail or email to the contact information we provide to you); (b) we may terminate your participation in this Program, in our discretion, at any time, with or without notice to you; and (c) we may terminate this Program entirely, in our discretion, at any time, with or without notice to you.

24.2. **Survival.** In the Event of Termination, all of your and our rights, obligations, and remedies (at law or in equity) relating to these Terms and the Program, which are then-pending or which, expressly under these Terms or by their nature, are to continue after an Event of Termination, will survive such Event of Termination.