

ClipMarket Terms of Service

Effective Date: September 30, 2026

Your use of the websites, services, platforms, and apps on which these terms reside, including each of their features (collectively, the “Website”), is subject to these Website Terms of Use (“Terms”). Please read these Terms carefully before using the Website and/or our Services. The Website and/or our Services are owned or controlled by TalentFront LLC dba ClipMarket (“ClipMarket”). The Website and/or our Services are intended for use by adults; if you are under the age of 16, ClipMarket expressly informs you that we do not intend to transact business with you and we do not want any of your personal information.

TO THE FULLEST EXTENT PERMITTED UNDER LAW, BY ACCESSING THIS WEBSITE IN ANY WAY, INCLUDING, WITHOUT LIMITATION, BROWSING THIS WEBSITE, USING ANY INFORMATION, AND/OR SUBMITTING INFORMATION TO CLIPMARKET, YOU AGREE TO COMPLY WITH APPLICABLE LAWS AND FURTHER AGREE TO BE BOUND BY THE TERMS, CONDITIONS, POLICIES AND NOTICES CONTAINED UNDER THESE TERMS, INCLUDING, BUT NOT LIMITED TO, TERMS RELATED TO CONDUCTING THIS TRANSACTION ELECTRONICALLY, DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, AND A CHOICE OF TEXAS LAW (EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH HEREIN).

Please read these Terms carefully because they explain important information about your use of our Website and our Services. By using our Website and/or our Services, you agree to be bound by these Terms and our Privacy Policy.

From time to time, and at any time, ClipMarket may update this Website and all or any portion of these Terms. Your use of this Website and/or our Services after ClipMarket posts any changes to these Terms constitutes your agreement to those changes from the date of such changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version.

Unless otherwise prohibited by applicable law, ClipMarket may, in its sole discretion, and at any time, discontinue this Website and/or our Services or any part thereof, with or without notice, or may prevent your use of this Website and/or our Services with or without notice to you. You agree that you do not have any rights in this Website and/or our Services and that ClipMarket will have no liability to you if this Website and/or our Services are discontinued or your ability to access the Website and/or our Services or any content you may have posted on the Website is terminated, including any obligation

to make payments that have not been requested prior to the date of such discontinuation of the Website. In addition, when using particular Services, your transactions or services may be subject to additional terms and conditions applicable to such Services which may be posted from time to time, and are incorporated into these Terms by reference. This may include policies for certain transactions. In the event of a conflict between such more specific terms and conditions applicable to such services and these Terms, the more specific terms and conditions shall control solely to the extent of such conflict solely in connection with such services.

1. ClipMarket Content

Content on this Website that is provided by ClipMarket or its licensors, including certain graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, logos, product and program names, slogans, articles, data, code, videos and the compilation of the foregoing (“ClipMarket Content”) is (as between you and us) the property of ClipMarket and its licensors, and is protected in the United States and internationally under trademark, copyright, and other intellectual property laws.

Except insofar as may be provided for by any project for which ClipMarket provides a video assets for you to post on social media sites in conformity with a ruleset also provided by ClipMarket (a “Campaign”), you agree not to download, display, reproduce or use any video or audio assets provided to you by ClipMarket for purposes of use in any Campaign (“ClipMarket Content”) located for use in any publications, in public performances, on websites other than this Website for any commercial purpose, in connection with products or services that are not those of ClipMarket, in any other manner that is likely to cause confusion, that disparages or discredits ClipMarket and/or its licensors, that dilutes the strength of ClipMarket’s or its licensors’ property, or that otherwise infringes ClipMarket’s or its licensors’ intellectual property rights. You further agree to in no other way misuse any ClipMarket Content or third party content that appears on this Website.

2. Use of the Website and Posting and Linking Policies

- The following requirements apply to your use of the Website and/or our Services, including any submission of written posts or other materials provided by you (“Client Content”): (a) you will not use any electronic communication feature of the Website for any purpose that is unlawful, tortious, abusive, intrusive on another’s privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, hateful or in violation of these Terms or any other rules (e.g.,

promotional rules) that ClipMarket may provide you from time to time; (b) you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (c) you will not collect or store personal information about other Clients or any other third party; (d) you will not use ClipMarket and/or our Services for any commercial purpose not expressly approved by ClipMarket in writing; (e) you will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; (f) you will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment, including but not limited to interference with the services or servers or networks connected to the Internet; (g) you will not engage in data mining, scraping, AI/LLM-training or other unauthorized data collection and (h) you will not use the Website and/or our Services for fraudulent purposes.

Subject to these Terms, you further understand and agree that you have no ownership rights in or to any account you may have with ClipMarket, or other access to the Website or features therein. ClipMarket may suspend, cancel your account and delete all Client Content associated with your account at any time, and without notice, if ClipMarket determines that you have violated these Terms or a relevant law, or for any other reason. ClipMarket assumes no liability for any content or materials of any third parties (including you or any other Clients), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. Without limiting the foregoing, ClipMarket will have the right (but not the obligation) to remove any content that violates these Terms or is deemed by us, in our sole discretion, to be otherwise objectionable, and reserves the right to permanently restrict access to the Website.

The use of the Website on a mobile device requires use of a mobile device and wireless mobile data service, which must be obtained from your wireless carrier, and may require internet access, which must be obtained from your service provider. You are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You may be required to send and receive, at your cost, electronic communications related to the Website, including without limitation administrative messages, service announcements, diagnostic data reports, and Website updates, from ClipMarket, your wireless service provider or third party service providers. If you do not have an unlimited wireless mobile

data plan, you may incur additional charges from your wireless service provider in connection with your use of the Website. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the Website, including but not limited to payment of all third party fees associated therewith, including fees for information sent to or through the Website. ClipMarket may make available for download certain Website updates or upgrades to the Website to update, enhance, modify, or further develop the Website ("Website Updates"). ClipMarket may, at its discretion, automatically upload Website Updates to your device. You agree to accept these Website Updates, and to pay for any additional costs associated with receiving them. The Website and Website Updates are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Website and Website Updates.

3. Copyright Infringement

If you are a trademark or copyright owner and believe in good faith that materials on the Website violate your trademark or copyright rights, please send us a notification to copyright@ClipMarket.com, requesting that ClipMarket remove such material or block access to it. Please include the following information, as required by the Digital Millennium Copyright Act (the "DMCA").

1. Identify the copyrighted work(s) you claim is infringed.
2. Identify the material you claim is infringing the copyright(s), and provide enough information for us to reasonably locate that material.
3. Include a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf (the "Claimant").
4. Include the Claimant's name, address, and telephone number(s), and email address (if available).
5. Include a statement that the Claimant has a good faith belief that use of the disputed material is not authorized by the copyright owner or their agent or law.
6. Include a statement, under penalty of perjury, that the information in the notification of copyright infringement is accurate and that the Claimant is authorized to act on behalf of the copyright owner.

You acknowledge that if you fail to provide substantially all of the information listed above, your notification may not be valid. Upon receipt of your written notice, we will investigate the allegation and remove or disable access to the complained-of material at our sole discretion.

We also will take reasonable steps to promptly notify the person who posted the subject material. We will give them the opportunity to send a counter-notification. A counter-notification must include the following, to be effective under the DMCA:

1. A physical or electronic signature of the person submitting the counter-notification;
2. Identification of the material that was removed or to which access was disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the material was removed or disabled due to mistake or misidentification of the material removed or disabled;
4. The name, address, email address and telephone number of the person submitting the counter-notification;
5. A statement that the person submitting the counter-notification consents to the jurisdiction of Federal District Court for his judicial district, or if the person is outside the United States, for any judicial district in which ClipMarket may be found, and that the person will accept service of process from the person who submitted the DMCA claim or his agent.

4. Accounts, Passwords, and Security

Certain aspects of the Website and/or our Services may require registration or otherwise ask you to provide information to participate in certain features or access certain content. If you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Website and/or our Services, or any features at all.

If the Website and/or our Services require you to create an account or otherwise submit information, you must complete the specified process by providing us with current, complete, and accurate information as requested by the applicable registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. During the registration process, you may be asked to enter your name and valid e-mail address and choose a sufficiently strong password. It is your responsibility to select a secure password, and to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify ClipMarket immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any Client ID,

password, or other information which provides you access to the Website and/or our Services. ClipMarket is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. If you suspect your login credentials have been compromised, please notify us immediately. ClipMarket is not responsible for any delay in shutting down your account after you have reported a breach of security to us.

5. Disclaimer, Representations, and Limitations of Liability

CLIPMARKET MAKES NO REPRESENTATIONS ABOUT THE RELIABILITY OF THE FEATURES OF THIS WEBSITE, THE CLIPMARKET CONTENT, CLIENT CONTENT, OR ANY OTHER WEBSITE FEATURE, AND DISCLAIMS ALL LIABILITY IN THE EVENT OF ANY SERVICE FAILURE. THE MATERIALS AND INFORMATION ON THE WEBSITE ARE FOR INFORMATIONAL PURPOSES ONLY. You shall not create or distribute information, including but not limited to advertisements, press releases or other marketing materials, or include links to any sites which contain or suggest an endorsement by ClipMarket without the prior review and written approval of ClipMarket.

The Internet may be subject to breaches of security. ClipMarket is not responsible for any resulting damage to any Client's device or computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that e-mail and other submissions over the Internet may not be secure, and you should consider this before e-mailing ClipMarket any information or posting information to the Website. ClipMarket makes no representation or warranty whatsoever regarding the suitability, functionality, performance, availability or operation of the Website. This Website may be temporarily unavailable due to maintenance or malfunction of computer equipment.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THIS WEBSITE OR ANY INFORMATION OR SOFTWARE THEREIN. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES AND CONDITIONS THAT WOULD OTHERWISE BE IMPLIED BY STATUTE, CUSTOM OR COMMON LAW ARE EXPRESSLY EXCLUDED FROM THESE TERMS, AND DO NOT APPLY WITH RESPECT TO THE WEBSITE AND ANY INFORMATION OR

SOFTWARE CONTAINED THEREIN. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL CLIPMARKET BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL (INCLUDING LOST PROFITS) LOSS OR DAMAGES (COLLECTIVELY, "DAMAGES") THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS WEBSITE, NOR SHALL CLIPMARKET BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND CLIPMARKET'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THIS WEBSITE'S RECORDS, PROGRAMS, OR SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL CLIPMARKET OR ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE WEBSITE, EVEN IF CLIPMARKET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION OF DAMAGES MAY NOT APPLY TO YOU AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF CLIPMARKET'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

ANY PRODUCTS OR SERVICES DESCRIBED ON THE WEBSITE ARE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED FOR SALE. THE INFORMATION ON THE WEBSITE IS NOT AN OFFER OR SOLICITATION BY ANYONE TO ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.

6. Payments

You may request a payment from ClipMarket whenever you would like. You understand that ClipMarket will make payments on a cadence and under certain conditions that are set forth in this section.

You may request payments using the process as set forth on the relevant page of this Site as frequently as you want. Notwithstanding any more frequent requests for payment, ClipMarket will process payments to you at the end of any campaign cycle.

In order to be eligible for payout, the clip must have crossed the payout threshold (10,000 views) and must be live on social media (*i.e.* not deleted), and there must be a meaningful proportion of total views of the content attributable to your clip.

ClipMarket processes payments through its payment partner Whop. There may be fees incurred on a per-payment basis, and you agree that we may deduct those from your payment before remitting any balance to you. You may be required to create an account with Whop in order to be able to receive payments from ClipMarket; the terms and conditions relating to that account are governed by your agreement with Whop. If you require currency conversion, all conversion fees will be at your expense.

ClipMarket makes no representations that future dealings will be made through Whop, and reserves the right to change its payment partner at its sole discretion.

7. Dispute Resolution

MANDATORY INFORMAL DISPUTE RESOLUTION PROCESS: If you have a “Dispute” (as defined below) with ClipMarket relating to these Terms, you shall first provide ClipMarket with written notice (“Notice”) sent to the following address privacy@ClipMarket.com. A Notice must include all of the following: (1) a detailed description of the Dispute; (2) the nature and basis of the claim(s); (3) the nature and basis of the specific relief sought and a detailed calculation for that relief; and (4) information sufficient for ClipMarket to evaluate your claim. Any Notice you submit must be signed by you. You and we agree to negotiate in good faith in an effort to resolve any Dispute. This should lead to resolution, but if for some reason the Dispute is not resolved satisfactorily within sixty (60) days after receipt of a compliant Notice, you and we agree to the further dispute resolution provisions below.

WE BOTH AGREE THAT YOU AND CLIPMARKET BOTH WAIVE ANY RIGHT TO A JURY TRIAL AND/OR TO SEEK FORMATION OF ANY CLASS FOR PURPOSES OF A CLASS ACTION INVOLVING ANY CLAIMS OR DISPUTES BETWEEN US TO THE FULLEST EXTENT PERMITTED BY LAW.

In no event shall any claim, action or proceeding by you related in any way to these Terms be instituted more than one (1) year after the cause of action arose to the fullest extent permitted by law.

You agree and accept that your relationship with ClipMarket is governed by the laws of the state of Texas and that all disputes between you and ClipMarket will be resolved solely in the courts having jurisdiction in Harris County, Texas.

8. Miscellaneous

Both you and ClipMarket acknowledge and agree that no partnership, joint venture or agency is formed and neither you nor ClipMarket has the power or the authority to obligate or bind the other.

On certain areas of the Website and/or our Services, you may be given the ability to provide us with personal information. The use of information you have provided to ClipMarket, or that ClipMarket has collected and retained relating to your use of the Website and/or our Services, is governed by our Privacy Policy. By using the Website, you acknowledge you have read and understood the ClipMarket Privacy Policy. Please read the Privacy Policy for more information about ClipMarket's information collection and use practices. To view ClipMarket's Privacy Policy, click [here](#).

The failure of ClipMarket to comply with these Terms because of an act of God, pandemics/epidemics, war, fire, riot, terrorism, earthquake, actions of federal, state, provincial/territorial, or local governmental authorities or for any other reason beyond the reasonable control of ClipMarket, shall not be deemed a breach of these Terms.

ClipMarket may refer potential violations of law(s) or regulation(s) to authorities or other persons or entities that it deems appropriate, may cooperate in the investigation of any suspected criminal or civil wrongdoing, and will cooperate with authorities when required to do so by law, subpoena, or when the public and/or ClipMarket's safety or rights are implicated. ClipMarket assumes no obligation to inform you that your information has been disclosed to any law enforcement or government agency or authority. If ClipMarket fails to act with respect to your breach or anyone else's breach on any occasion, ClipMarket is not waiving its right to act with respect to future or similar breaches.

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

These Terms constitute a binding agreement between you and ClipMarket, accepted by you upon your use of the Website. Except as otherwise indicated in these Terms, these Terms constitute the entire agreement between you and ClipMarket regarding the use of

the Website and/or our Services. By using the Website and/or our Services you represent that you are capable of entering into a binding agreement.