

Louder.ai Terms and Conditions

Welcome to Louder.ai... where Ad Your Voice!

Louder.ai provides technologies and services that enable people to connect with each other, fund advertisements or messages they believe in, and indicate to others that they can spread the message by funding advertisements themselves. These Terms and Conditions (“Terms”) govern your use of the Louder.ai platform, website, and other products, features, apps, services, technologies, and software we offer (the “Products”), except where we expressly state that separate terms apply and/or take precedence over these Terms.

These Products are provided to you by Louder.ai, Inc. and Louder.ai, Inc. claims and retains all intellectual property rights to the Louder.ai trademarks, patents, and copyrights associated with Louder.ai’s platform, website, and other Products, as further detailed below.

I. USE OF THE LOUDER.AI PRODUCTS

I.A. Generally. These Terms govern your access and use of the Louder.ai platform, website, mobile app, and Products whether you are a user accessing the website for purposes of personal or business interests, as an individual and/or as an agent, representative, or affiliate of a business itself; and these Terms further apply to a person or group of persons related to or associated with a business, committee, public interest group, cause, or other interest, formalized or unformalized, (collectively “Users”). All Users will comply with the Terms of this agreement and all applicable laws, rules, and regulations. If you do not agree to these Terms or cannot comply with any of the Terms, do not continue accessing the Louder.ai platform or Products and cease using the website immediately.

I.B. Types of Users. Users as defined in Section 1.A. may further include Users that opt to utilize the Louder.ai platform and Products for one or more different purposes, as detailed below:

(a) General Users. Users may access the Louder.ai platform and Products primarily for purposes of entertainment and/or for connection, interaction, or socialization with other Users (“General Users”);

(b) Contributor Users. Users may be contributors (“Contributor Users”) who decide to contribute or donate money from their respective personal or business accounts to further propagate advertisements, messages, causes, or interests. Contributor Users must comply with the additional, specific terms and conditions as set forth below. If Contributor Users do not agree to or cannot comply with any of the general or specific additional Terms, they must not make a contribution or donation and must cease using the Louder.ai platform and Products.

(c) Advertiser Users. Users may be one or more individual(s), a group of people, a company or companies, groups or associations of people dedicated to a common interest or cause etc. (collectively “Advertiser Users”), who wish to submit an advertisement, message, or other communication (collectively “Message”) related to an interest, cause, or message, to the Louder.ai platform for promotion, whether such person or legal entity is the advertiser, the advertiser’s advertising agency, media buyer, or their agent. In some cases, according to Louder.ai’s sole discretion, a submission may be free, or in other cases, an Advertiser User may be asked to pay a fee to Louder.ai to use the Louder.ai technology and to make their Message a message that can be further propagated by funds from other current or future Users. A Message that is eligible to be integrated with the Louder.ai technology and to be further propagated via contributions from Contributor Users of Louder.ai Products is hereinafter called a “Trumpetable Message.”

Advertiser Users must comply with additional, specific terms and conditions as set forth below.

If Users who wish to be Advertiser Users do not agree to or cannot comply with any of the general or specific additional Terms, they cannot submit their Message via the Louder.ai platform, cannot pay to use the Louder.ai technology, and are not eligible for the benefits of having their Message being offered to other Users and the public in general as being capable of being funded by Contributor Users and further propagated via the Louder.ai technology. Stated differently, a Message of an Advertiser User who does not agree to or cannot comply with the Terms herein cannot become a Trumpetable Message.

(d) Multi-Function Users. Users may be one or more of a General User, a Contributor User, and an Advertiser User. For example, a User may be a General User, a Contributor User, and also an Advertiser User. Or, in various other situations, a User may be any combination of the types of Users defined in above sections (a) – (c). Of course, a User must comply with all relevant Terms depending on the type(s) of activities the User performs and the types of Users.

I.B.2. User Age Requirements. As a User of this website and any other Louder.ai Products, you represent that you are at least eighteen (18) years of age.

I.C. Louder.ai Service Level Agreements. Louder.ai shall provide support and maintenance to the Louder.ai Products as forth herein. The Louder.ai platform and Products may be accessed by a computer or mobile device with a standard technologically current web browser and internet connection, and/or from a mobile device app on the same.

I.D. Restrictions on User Access to the Louder.ai Products. Louder.ai reserves the right to change these Terms at any time, and your continued use of the platform or Products means

you have accepted the revised Terms, including any revisions to relevant specific terms directed to Contributor Users and/or Advertiser Users. Louder.ai reserves the right to modify or cease making the Louder.ai platform or Products, services, or any portion thereof available at any time in its sole discretion and will not be liable for such modification or lack of availability.

(a) Louder.ai may, at its sole discretion, immediately remove any User account on the Louder.ai platform or any Message or Trumpetable Message that contains, consists of, or comprises immoral, deceptive, or scandalous matter whether the user is a General User, a Contributor User, an Advertiser User, or any combination thereof. Furthermore, any User account or Message that pertains to a matter which may disparage or falsely suggest a connection with persons, living or dead, institutions, beliefs, or national symbols, or bring them into contempt, or disrepute may be removed by Louder.ai at its sole discretion.

(b) Users and/or any Administrators of User accounts will not use the Louder.ai platform and Products in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Users nor any Administrators of User accounts will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of the Louder.ai platform, technologies, Products, or any Louder.ai content, (b) reverse engineer, disassemble, or decompile the the Louder.ai platform, technologies, or Products or apply any other process or procedure to derive the source code of any software included in the Louder.ai platform, technologies, or Products (except to the extent applicable law doesn't allow this restriction), (c) access or use the Louder.ai platform, technologies, or Products in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Louder.ai platform, technologies, or Products.

I.E. User Generated, Unedited Content. The advertisements and Messages on our website represent diverse views and opinions. Louder.ai does not take any responsibility for such views and opinions, nor does Louder.ai monitor the content for legality or accuracy.

Louder.ai does not endorse any advertisement or cause, or support any views, opinions, recommendations, or advice that may be associated with the advertisement or cause.

Louder.ai only provides the ability for Advertisers to reach contributors and for Contributor Users to pay for the furthering of an advertisement or message. Louder.ai is not responsible for the content or actions of the advertisers or other users of this website.

Louder.ai makes no promises about the reliability of any of the advertisements, or their usefulness or the intellectual property rights associated with them. As a result, your use of this website and Louder.ai's services, and reliance on any content you find on the website, is at your own risk.

II. USER REPRESENTATIONS AND OBLIGATIONS

II.A. User Representations. You, as a User, represent that:

- All information supplied by you on this website is true, accurate, current, and complete;
- You will notify Louder.ai immediately of any known or suspected breach of security or

unauthorized use of this website;

- You will use the website in a respectful manner;
- You will comply with all applicable, laws, rules, and regulations, including those related to privacy, intellectual property, anti-spam, export control, and tax.

II.B. User Obligations. By using this website, you, as a User, agree not to:

- Monitor the website's performance, availability, or functionality for any competitive purpose;
- Use this website or its content for personal gain, including renting, leasing, loaning, trading, selling, re-selling, or otherwise monetizing the website;
- Use a robot, spider, scraper, or other automated means or any manual process for any purpose without Louder.ai's written consent;
- Upload or otherwise transmit any material that contains viruses, Trojan horses, worms, time bombs, or other computer programming routine that is intended to damage, interfere with, intercept, or expropriate any system or the website;
- "Frame", "mirror", or otherwise incorporate any part of this website into any other website without Louder.ai's written consent;
- Attempt to modify, translate, adapt, edit, decompile, reverse engineer, or disassemble any software programs used by Louder.ai in connection with the website;
- Impersonate any person or entity, or falsely state or misrepresent your affiliation with a person or entity;
- Violate the intellectual property rights of Louder.ai, the advertisers, or any other third party;
- Access, tamper with, or use non-public areas of the website or Louder.ai's computer systems;
- Disable, interfere with, or attempt to circumvent any website features related to security, or probe, scan, or test the vulnerability of any of Louder.ai's systems;
- Access or use the website in a manner that negatively reflects on the goodwill or reputation of Louder.ai;
- Post any content that is tortious, libelous, defamatory, harassing, abusive, obscene, vulgar, sexually explicit, threatening, hateful, intrusive on another's privacy, or

inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic.

III. LOUDER.AI'S RIGHTS AND WARRANTIES

III.A. Louder.ai's Rights. Louder.ai owns the platform, including the website, current and future apps and services, logos, API, code, and the content and all other Products, as defined above, created by Louder.ai. All right, title, and interest in the Products are the exclusive property of Louder.ai. Louder.ai is a patented technology. Any feedback, comments, or suggestions you provide regarding Louder.ai and its Products are made voluntarily, and Louder.ai is free to use such feedback, comments, or suggestions at its sole discretion and with no obligation to you.

III.B. Sharing Content. Louder.ai encourages you to link to, post to social media and third-party services (such as Facebook, Twitter, Instagram), email, and otherwise share advertisements for the causes that interest you, but only for informational, non-commercial purposes. You may not modify any advertisement, and if you post content on a third-party service, you will be subject to that third-party service's terms and conditions. Louder.ai has no responsibility for your use of such third-party service to post content or comments.

III.C. Links to Third-Party Websites. Louder.ai's website may contain hyperlinks to websites operated by other parties that Louder.ai does not own or control. The hyperlinks are provided for your reference only and does not imply endorsement by Louder.ai of the content or the website owner. It is your responsibility to take all necessary precautions to ensure that whatever links you click or information you download is free of viruses, worms, trojan horses, or other items of a destructive nature. It is also your responsibility to read the terms and conditions and privacy policies of those third-party sites.

III.D. Warranties. Louder.ai provides the website on an "AS IS" and "AS AVAILABLE" basis. Louder.ai expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of title, merchantability, fitness for a particular purpose, and noninfringement. In addition, Louder.ai makes no warranty that:

- Its Products will meet your requirements;
- The Products will be uninterrupted, timely, secure, or error-free;
- You will receive a specific result from your use of the platform, website, and services, including contributions and increase in traffic to your website or business, if applicable;
- The content is accurate, complete, error-free, reliable, or current;
- Your computer or electronic device will not be damaged by a bug, virus, Trojan horse, or other destructive code;

● The advertisement or cause is of a particular quality, safe, legal, or moral.
If your jurisdiction does not allow the exclusion of implied warranties, some of these warranties may not apply to you.

III.E. Miscellaneous. Louder.ai reserves the right to modify or cease making the Louder.ai platform, website, apps, or services or any portion thereof available at any time in its sole discretion and will not be liable for such modification or lack of availability.

IV. ADDITIONAL TERMS FOR CONTRIBUTOR USERS

IV.A. Terms of Your Contribution. Louder.ai provides this platform for various advertisers to promote their causes or interests or messages. Your contribution helps to further promote the cause by helping pay for the advertisement, or a like advertisement, to spread the message to others. If you do not agree to the Terms then do not contribute money via Louder.ai's website, platform, or other Products.

As a Contributor User, you agree that for each contribution:

- You will not use an invalid or unauthorized payment method;
- *You will be immediately charged by the payment method of your choosing and for the amount of your choosing and you understand that Louder.ai and its strategic partners and its technology partners may be paid a percentage of your donation to operate the system and that that percentage could be less than or equal to 50 percent of your donation.*
- You are responsible for any applicable credit card processing fees;
- You will not receive a refund as all transactions are final and non-refundable, unless otherwise determined by Louder.ai in its sole discretion;
- You must make your own determination of whether or not the contribution is tax-deductible, and Louder.ai has no liability for any such tax determination by you.

IV.B. Contributions to Political Campaigns or for Promotion of Political Candidates. If you make a contribution to further propagate a particular advertisement or message that is related to a political campaign or which promotes a political candidate, the following terms and conditions will apply:

- All political campaigns that you make a contribution to support via the Louder.ai platform will include a clear and conspicuous notice thereon that it was authorized and paid for (via your contribution/donation) by the applicable campaign.
- IRS Notice - any contributions you make to political campaigns or organizations via the Louder.ai platform are not deductible for federal income tax purposes as charitable

contributions. This provision applies to organizations that are not eligible to receive deductible charitable contributions and are described in either section 501(c), section 501(d), or section 527 of the Internal Revenue Code. Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions exceed \$200 for a specific candidate or political committee in an election cycle.

IV.C. Age Requirement. Individuals under the age of thirteen (13) may not contribute or provide Louder.ai with any personal information. Louder.ai may delete any information from any user or contributing individual it reasonably believes is under the age of thirteen (13).

IV.D. Discretionary Recognitions or Rewards. Louder.ai may choose, at its sole discretion, to recognize and/or reward all, some, or specific Contributor Users. These categories include, but are not limited to, recognizing “Top Trumpeters”, “Regional Leaders”, “Rising Stars”, “First Promoters”, “Thought Leaders” or any other designations as described on the Louder.ai website. At your discretion, you may choose to opt-out of these public recognitions and remain anonymous. Louder.ai reserves the right to change or modify any terms of participation associated with any recognitions or rewards Louder.ai offers.

IV.E. Miscellaneous. In the unlikely event that a Message is removed from the Louder.ai website before your contribution can be used in full to Trumpet the chosen advertisement or a like advertisement as determined by Louder.ai in its sole discretion, Louder.ai shall issue a credit for you to apply toward another Trumpetable Advertisement.

V. ADDITIONAL TERMS FOR ADVERTISER USERS

V.A. Terms of Your Submissions. By submitting your Content (e.g. Messages) to Louder.ai’s website, you agree and acknowledge that:

- You own or have rights or title to the Content;
- You have the authority to publish the Content;
- You are not violating any third-party rights, including intellectual property rights;
- You are not breaching any laws, rules, or regulations;
- You are not breaching any confidentiality;
- You are not submitting any false or misleading Content;
- Your Content is genuine, true, and accurate;
- You will keep the Content updated;
- Any links you place on the Website are accurate, reliable, up-to-date, lawful, and not misleading.

V.B. Advertiser User Obligations. In addition to the User Obligations outlined in above Section II.B., as an Advertiser User, you agree not to imply or state that Louder.ai is endorsing your advertisement, message, or cause.

V.C. Advertiser User Representations. You agree that Louder.ai is a platform for you to facilitate interest in your cause or message. Potential contributors who are interested in furthering your cause can view the Content and contribute to help pay for advertising your Content. You agree and understand that any contributions received will go to Louder.ai and will be allocated as soon as reasonably possible toward the cost of your advertisement on whatever medium (social media, radio, television, print), minus the percentage fees charged by Louder.ai and its affiliates/strategic partners and that Louder.ai, in its sole discretion, determines. In no event will you receive any of the contribution(s) and/or a portion of the contribution proceeds, unless arranged prior to the launch of a campaign by a separate agreement.

V.D. Age Requirement. Individuals under the age of thirteen (13) may not be an advertiser or provide Louder.ai with any personal information. Louder.ai may delete any Content and/or information from any advertiser it reasonably believes is under the age of thirteen (13). As an advertiser on this website, you represent that you are at least eighteen (18) years of age.

V.E. Louder.ai's Rights. Louder.ai may take down your Content or any Message at any time and for any reason in its sole discretion. Such reasons may include, but are not limited to, Louder.ai's belief that: a) you have breached these Terms, b) there is fraudulent, abusive, or illegal activity, c) your information or Content is misleading, inaccurate, or incomplete, and d) the Content is offensive, humiliating, harassing, obscene, objectionable, or otherwise inappropriate. Louder.ai may deny you use of its website and services in the future. Louder.ai shall not be liable to you or any third party for claims or damages arising out of the removal of your Content.

V.F. Intellectual Property. Louder.ai owns the platform, the website and all related Louder.ai Products as stated above. All right, title, and interest in the Products are the exclusive property of Louder.ai. All other trademarks or services marks on this website are the property of their respective owners. Nothing in these Terms grants you the right to use any trademark, service mark, logo, and/or name of any other advertiser or entity. You are solely responsible for obtaining written permission before reusing any copyrighted material available on this website. Any unauthorized use of third-party Content may violate intellectual property laws as well as other laws and could result in criminal or civil penalties.

V.G. No Guarantee of Results. Money raised to promote specific advertisements on the Louder.ai platform may vary considerably, depending upon a variety of factors including content, images, relevancy, and contributor interest. Additionally, advertising targeting and channels may yield different results, many of which are difficult to predict. Due to the unpredictable nature of advertising and uncertainty of results, Louder.ai does not provide forecasts or guarantees of results.

V.H. Dependency on Publishers. Louder.ai provides no guarantee of ad channels or platforms used. Louder.ai will attempt to promote an advertisement(s) on the widest

variety of mediums available and target the best audience for maximum results. However, some publishers, i.e. Web sites, Billboard owners, streaming channels, etc, may restrict what type of advertisements and content they will accept. Louder.ai's platform is dependent on publishers to promote the advertisement and shall not responsible for any non-performance or restrictions due to any legal, broadcast, technical issues, nor the whims of media owners to reject advertisements.

VI. INDEMNIFICATION You agree to defend, indemnify, and hold Louder.ai, its directors, officers, employees, agents, and representatives harmless from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties, or other costs or expenses of any kind or nature, including but not limited to attorney's fees and costs, brought by third parties as a result of:

- Your breach of these Terms;
- Your violation of any applicable law;
- Your violation of the rights of any third party;
- Your inability to use the Louder.ai website;
- Your misuse of Louder.ai's or any other third party's intellectual property;
- Your intentional or negligent misrepresentations or misuse of information.

VII. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY LAW, LOUDER.AI AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF, OR USE OF THIS WEBSITE, OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY, OR USE THIS WEBSITE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR CONTENT, LOSS OF REVENUE OR PROFIT, YOUR RELIANCE ON CONTENT APPEARING ON THIS WEBSITE, ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS AND SERVICES OBTAINED THROUGH THIS WEBSITE, OR OTHERWISE), BODILY INJURY OR DEATH, PROPERTY DAMAGE, OR PERSONAL INJURY ARISING OUT OF THE ACCESS TO, DISPLAY OF, OR USE OF THIS WEBSITE WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF LOUDER.AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

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VIII. MISCELLANEOUS

VIII.A. Governing Law. These Terms are governed by the laws of the State of Delaware, USA, without regard to conflict of law or choice of law rules. You consent to the exclusive jurisdiction and venue of the courts in Delaware, USA, and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to Louder.ai's website and services.

VIII.B. No Waiver. If Louder.ai waives any of its rights in any instance, it does not mean that

Louder.ai waives its rights generally or in the future, and Louder.ai may enforce them at any time.

VIII.C. Intellectual Property/Copyright Notification. Louder.ai is committed to respecting the intellectual property rights of others, and we expect our Users to do the same. Louder.ai, in its sole discretion, may terminate the accounts or access rights of Users who violate the intellectual property rights of others.

If you believe that your work published on Louder.ai's website has been copied in a way that constitutes copyright infringement, please provide the following information to Louder.ai: (i) a description of the copyrighted work that you believe is infringed; (ii) a description of where the material is located on Louder.ai's website; (iii) your name, address, telephone number and email address; (iv) a statement by you that you have a good faith belief that the use of your work has not been authorized by the copyright owner, its agent, or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice to Louder.ai is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf; and (vi) the electronic or physical signature of the person who owns the copyright or is authorized to act on the copyright owner's behalf.

VIII.D. How to Contact Louder.ai. If you have any questions, concerns, or suggestions, please contact us at hello@Louder.ai.com.