

**GO WFO LLC**  
**NON-EXCLUSIVE CONTENT LICENSE AGREEMENT**

**Welcome to GO WFO!**

Thank you for your interest in our extreme sports platform and the products, services and features we make available to extreme sports enthusiasts worldwide as part of the platform. We are very excited for you to become one of our extreme sports creators on live streaming WFO TV channel.

This agreement between you and GO WFO LLC outlines our relationship with you and explains your rights and the conditions that apply submitting content to GO WFO LLC (“GO WFO”), including WFO.TV, GOWFO.COM and other GOWFO distribution and social platforms. It defines our agreement and names you as a content provider (“You”) by submitting any videos, media, live streams, podcasts, blogs, or any other content uploaded (“Content”). For example, this agreement is intended for creators who want to repurpose their Content and is therefore non-exclusive. So, while you become a content partner with GO WFO by agreeing to these terms and conditions and uploading Content, you continue to be and shall remain the sole and original rights holder of all Content you submit and you are able to continue to use your Content on any other platform as well (e.g., YouTube, Instagram, TikTok, Facebook, websites, etc.).

**Our Service**

Our Service allows people to discover, watch and share videos and other content, provides a forum for people to connect, inform, and inspire others for extreme sports across the globe, and acts as a distribution platform for original content creators, influencers, videographers and other content promoters both large and small (“Service”).

**Who may use the Service?**

You must be at least 13 years old to use the Service; however, children of all ages may use the Service and YouTube Kids (where available) if enabled by a parent or legal guardian. Permission by Parent or Guardian: If you are under 18, you represent that you have your parent or guardian’s permission to use the Service. Please have them read this agreement with you. If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Service, you are subject to the terms of this agreement and responsible for your child’s activity on the Service.

**Our Platform**

The WFO Platform includes all media, websites and OTT video streaming, distribution, live broadcast platforms, or social media platforms owned, operated, branded and controlled by GO WFO or its affiliates, joint ventures, publishing partnerships or sublicenses, whether existing at the execution time of this agreement (“GO WFO Platform”).

**Agreement**

By agreeing to this agreement (“Agreement”), you assign non-exclusive worldwide distribution rights to transmit, distribute, exhibit, exploit and promote throughout the Territory throughout the Term of this Agreement under a revenue sharing provisions according to *Content Creator Fee Schedule* attached hereto as part of this Agreement. Furthermore, by accepting these terms and conditions, GO WFO shall be entitled to distribute, exploit and promote the Content in any manner or context throughout the world on its distribution media and platforms whether now known or hereafter launched in perpetuity.

## **Rights to Content**

You have full rights and permission to license Content, which includes consent of any other identifiable people in the Content. Furthermore, you hereby represent and warrant that the Content does not:

- Violate or infringe another's rights, including but not limited to privacy, property, publicity or intellectual property rights, or that constitutes copyright infringement which includes brand names, copyrighted work or trademarks (other than your trademarks, logos and designs), which has limited license to use for the sole purposes of submitting Content.
- Contain any commercial content that promotes any product or service.
- Include photos, artwork, writing, or music not created and performed by you or those who have given you consent to enter into this Agreement.
- Include content that is hateful, tortuous, defamatory, slanderous or libelous, promotes bigotry, racism, sexism, alcohol, illegal drugs, weapons, hatred or harm against any group or individual or promotes discrimination based on gender, race, color, creed, disability, national origin, religion, age, marital status, lawful alien status, veteran's status, sexual orientation, gender identity or expression, or any other protected category.
- Contain content that is unlawful, in violation of or contrary to the laws or regulations in any state or country where the Content is created.
- In the sole discretion of GO WFO, contain any nudity, sexually explicit, lewd, offensive, disparaging or other inappropriate content.
- Communicate messages or images inconsistent with the positive images and or goodwill to which GO WFO wishes to associate, determination of which shall be at the sole discretion of GO WFO.
- Embody the names, likeness, photographs, or other indicia identifying any person, living or dead, without permission.
- Does not contain any persons appearing or who are otherwise identifiable in the Content that does not consent to the terms and conditions of this Agreement.

If any of your Content (1) is in breach of this Agreement or (2) may cause harm to YouTube, our users, or third parties, we reserve the right to remove or take down some or all of such Content in our discretion.

## **Malicious Acts**

- Scrape, reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble GO WFO Services or any source code therein.
- Attempt to circumvent any technical measures we employ.
- Take any measures to interfere with or damage the GO WFO Service.
- Spam or harass WFO Subscribers, viewers or any other user of the WFO Platform.
- Use any fraudulent, deceptive, or misleading practices.

## **Promotions:**

You grant GO WFO permission to use Content for Promotions in connection with the WFO Platform, together with the right to use your name, likeness, biographical information for advertising and promotional purposes. Promotions shall mean ways and methods to increase sales, public awareness and Subscribers for the WFO Platform, including advertising, public relations, publicization, selling, publicity, direct marketing, event marketing, or any sales, sponsorships, giveaways or trades ("Promotions").

You hereby grant GO WFO and its successors, assigns and licensees, the right to use your name, likeness, biographical information in any and all media and for any purpose including but without limitation, any

advertising and promotional purposes, and hereby releases GO WFO from any liability with respect thereto. WFO shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter Content for any purpose which GO WFO deems necessary or desirable and may use that content in any media, including but not limited to digital and electronic media, computer, audio and audiovisual media (whether now existing or hereinafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without attribution (where permissible by law). By submitting Content, you also consent to the use of personal information.

### **Right to Monetize**

You grant to GO WFO the right to monetize your Content on the Service (and such monetization may include displaying ads on or within Content or charging users a fee for access), whereby GO WFO shall pay you fees under a revenue sharing provisions according to *Content Creator Fee Schedule* attached hereto. GO WFO will be allowed to sublicense Content under its brand without restriction within the Territory, Term and Fee, being commercial or branded related. Accordingly, you also grant GO WFO and its subscribers, followers and users of the GO WFO Platforms a worldwide, non-exclusive license to access your Content, and to use that Content, including to reproduce, distribute, prepare derivative works, display, and perform it. For clarity, this license **does not** grant any rights or permissions for a user to make use of your Content independent of the GO WFO Platforms.

### **Maintenance of Records**

GO WFO shall maintain and shall cause its Affiliates to maintain, complete and accurate records of Subscriptions, Sponsor and Advertiser Fees paid to the WFO Platform, which records shall contain sufficient information to permit GO WFO to confirm the accuracy of any reports or notifications delivered to you. GO WFO, its Affiliates and/or its Sublicensees, as applicable, shall retain such records relating to a given Calendar Quarter for at least three (3) years after the conclusion of that Calendar Quarter, during which time you will have the right, at its expense, to cause an independent, certified public accountant (or, in the event of a non-financial audit, other appropriate auditor) to inspect such records during normal business hours for the purposes of verifying the accuracy of any reports and payments delivered under this Agreement and GO WFO's compliance with the terms hereof. Such accountant or other auditor, as applicable, shall not disclose to GO WFO any information other than information relating to the accuracy of reports and payments delivered under this Agreement. In the event of any underpayment or overpayment, you shall reconcile any underpayment or overpayment within ninety (90) days after the accountant delivers the results of the audit. If any audit performed under this provision reveals an underpayment in excess of five percent (5%) in any calendar year, GO WFO shall reimburse you for all amounts incurred in connection with such audit. You may exercise its rights under this Section only once every year per audited entity and only with reasonable prior notice to the audited entity.

### **Disputes and Resolutions:**

Except where prohibited, you agree that all disputes, claims and causes of action arising out of or connected to this Agreement shall be resolved solely by arbitration according to the rules of the American Association of Arbitration under the laws of the State of Wyoming in the United States of America. Notwithstanding, the parties to this Agreement shall attempt to resolve any dispute first through negotiation or mediation.

### **Limitation of Liability**

In no event and under no circumstances will you be permitted to obtain awards for any other damages, whether indirect, incidental or punitive or consequential damages, including any lost profits, and you hereby waive all rights to claim, indirect, punitive, incidental, and consequential damages and any other

damage, and any and all rights to have damages multiplied or otherwise increased other than the actual fees GO WFO would owe and out-of-pocket expenses.

**Other Terms and Conditions:**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Any communication or information transmitted to GO WFO by electronic mail or otherwise will be treated as non-confidential and non-proprietary.

Nothing contained in this Agreement shall give either party the right to bind the other or be deemed to constitute either party as agent for the other or any third party.

GO WFO shall have no obligation (express or implied) to use any Content, or to post any Content to the GO WFO Platforms, to otherwise exploit any submission or, if commenced, to continue the distribution or exploitation thereof, and GO WFO may at any time abandon the use of any Content for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

Any communication or information transmitted to GO WFO by electronic mail or otherwise is and will be treated as non-confidential and non-proprietary.

This Agreement contains the entire agreement of the parties and supersedes any other agreements whether oral or written.

By accepting the terms herein this agreement, you have agreed to the Terms and Conditions of this Non-Exclusive Extreme Sports Creator Agreement.

THE WFO EXTREME SPORTS CREATOR TEAM

