

BOOSTED CREATOR LLC

Creator Terms and Conditions

1. ACCEPTANCE

When you sign the Boosted Creator Creator Partnership Agreement, you confirm you have read and agree to these Terms and Conditions. Boosted Creator LLC is referred to as "**BC**", "**we**", or "**us**" throughout. These Terms, together with the signed Creator Partnership Agreement, form the complete agreement between you and BC.

By accepting, you acknowledge:

- Disputes are resolved by binding individual arbitration (Section 16). You waive the right to a jury trial or class action.
- BC makes no guarantees of earnings, results, or platform availability (Section 9).
- You are responsible for keeping your platform accounts in good standing. Account loss does not extinguish your payment obligations (Section 9).

BC may update these Terms from time to time. Material changes will be communicated by email with reasonable advance notice. Continued use of BC's services after a change takes effect constitutes acceptance.

2. WHO THIS IS FOR

You represent and warrant that:

- You are at least 18 years old and have legal capacity to enter into this Agreement.
- If signing on behalf of a business, you have authority to bind that entity.
- You are using BC's services for commercial purposes in connection with retail affiliate marketing programs.

3. WHAT BOOSTED CREATOR DOES

BC provides paid advertising management, campaign optimization, and reporting services to help you grow your revenue through retail affiliate programs including Walmart, Target, Wayfair, and other approved platforms. BC funds all campaign spend, manages all advertising activity, and shares in the net profit its campaigns help generate.

4. KEY TERMS

- "Retail Earnings" means all commissions, bonuses, and other payments generated through BC-managed tracking IDs and sub-IDs across approved retail affiliate platforms, net of returns and cancellations.
- "BC Tracking IDs" means any tracking IDs, sub-IDs, or related identifiers created, designated, or funded by BC for running paid media campaigns on your behalf across retail platforms.
- "Media Spend" means the gross advertising spend incurred by BC in connection with your campaigns in a given month.
- "Net Profit" means Retail Earnings minus Media Spend for a given month.

- "Incremental Bonus" means the difference between the bonus payable at a higher GMV tier reached with BC campaigns and the bonus you would have earned at your organic GMV tier without BC.
- "Retail Affiliate Program Data" means performance data, commission reports, and other platform information you voluntarily share with BC, where permitted under your platform agreements, for campaign management purposes.

5. INTELLECTUAL PROPERTY

BC Ownership. BC's tools, platform, media buying infrastructure, tracking IDs, campaign methodologies, proprietary systems, and all related technology and processes are and remain the exclusive property of BC. Nothing in this Agreement transfers any ownership right to you. Your access to BC's tools and portal is a limited license only.

Your License to BC. You grant BC a revocable, non-exclusive, royalty-free license to use your content, links, and affiliate data to deliver services and, with your prior consent, for BC marketing purposes such as case studies.

BC's License to You. BC grants you a limited, revocable, non-exclusive, non-transferable license to use BC's tools and portal solely to support your participation in this Agreement. This license ends immediately on termination.

6. YOUR OBLIGATIONS

You agree to:

- Provide all platform access, tracking permissions, and affiliate account access BC needs to deliver services, including Impact.com API access for Walmart and equivalent access for other retail platforms.
- Maintain the security of all your retail affiliate accounts and platform credentials. Notify BC immediately of any unauthorized access, compromise, or security breach.
- Comply with all applicable laws, FTC endorsement and disclosure guidelines, and platform policies. Non-compliance is a material breach.
- Notify BC promptly of any changes to your affiliate program status, account standing, platform terms, or GMV bonus tier structure.
- Where permitted under your retail platform agreements, share Retail Affiliate Program Data with BC through any mutually agreed method for campaign management and optimization.

7. WHAT BC DOES FOR YOU

BC agrees to:

- Fund and manage paid advertising campaigns across approved retail platforms in accordance with the Creator Partnership Agreement.
- Provide reporting by email or portal showing estimated spend and earnings. This reporting is provided for general direction and reference only and is not the source of truth. Portal figures are estimates that fluctuate as spend is recorded and product returns affect actual GMV. The finalized monthly invoice is the sole source of truth for all spend and earnings calculations.
- Keep your Retail Affiliate Program Data confidential and use it only to deliver services.

- Work to maximize your GMV growth across retail platforms and help you reach higher earning and bonus tiers.

8. MEDIA SPEND AND REPORTING

How BC buys media. BC operates a proprietary in-house media buying platform that purchases advertising across multiple sources on behalf of multiple creators simultaneously. Media costs are pooled, managed, and reconciled internally. BC does not provide, and creators should not expect to receive, source media receipts, platform-level spend verification, or any third-party documentation of advertising costs.

The media spend figure on your monthly BC invoice is final. It is calculated through BC's internal platform and is not subject to dispute on the basis of spend verification. Portal estimates change constantly as spend is recorded and returns are processed. Only the invoice reflects the finalized figures. If this approach does not work for you, BC is likely not the right partner for your business.

BC's portal provides estimated spend and earnings figures for your reference during the month. These estimates are not the official record. The invoice is.

No Audit Rights. You have no right to audit, inspect, request, or demand any documentation related to BC's media spend, including source receipts, platform invoices, ad account data, campaign reports, or third-party spend verification of any kind. BC's monthly invoice is the sole and final record of media spend and is not subject to challenge or audit on any basis. By signing this Agreement, you expressly waive any right to audit or verify BC's media spend.

9. PLATFORM RISK AND DISCLAIMERS

Retail platforms including Walmart, Target, and Wayfair can change, suspend, or terminate programs, accounts, tracking mechanisms, bonus structures, or commission rates at any time and for any reason. BC has no control over platform decisions and makes no guarantee that any program, account, bonus tier, or earning opportunity will remain available.

Platform Account Loss. If your account is suspended, terminated, or loses eligibility on any retail platform for any reason:

- All outstanding BC invoices remain due and payable in full.
- All media spend committed or incurred before the account loss is fully recoverable from you.
- BC has no liability for lost earnings, commissions, or bonus opportunities resulting from the account loss.
- BC may terminate this Agreement immediately by written notice.

Your payment obligations are independent of your platform account status and survive any account loss.

No Guarantee of Results. BC does not guarantee any specific earnings, revenue, commissions, bonuses, or performance outcomes. Results depend on factors outside BC's control including platform policy changes, market conditions, and creator account standing. All examples in any BC document are illustrative only.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BC'S SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." BC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. FINANCIAL TERMS

Invoices. BC issues invoices around the 1st of each month for the prior month's media spend and profit share.

Payment Due. Payment is due within 15 days of receiving your retail platform payout.

Late Fees. Overdue balances accrue interest at 2% per month, compounding, from the due date until paid, or the maximum rate permitted by applicable law in your state if that rate is lower.

Disputes. Invoice disputes must be submitted in writing within 10 days of receipt, identifying specific line items. General objections are not valid disputes. Any dispute citing media spend as the basis will be automatically denied and the full invoice amount remains due — refer to Section 8. Undisputed amounts remain due regardless of any open dispute. If no written dispute is received within 10 days, the invoice is accepted in full.

Chargebacks. You agree not to initiate a chargeback or payment reversal through any bank or payment processor for any amount owed to BC without first exhausting the invoice dispute process above. Initiating a chargeback without doing so is a material breach. You are responsible for all costs BC incurs as a result, including processing fees and attorneys' fees.

Collections. Balances unpaid more than 30 days past the due date may be referred to a collections agency at BC's discretion. You are responsible for all collection costs including agency fees and reasonable attorneys' fees. BC may report unpaid balances to credit bureaus where legally permitted.

Survival. All payment obligations survive termination of this Agreement.

11. TERM AND TERMINATION

Term. 12 months from the date you sign, renewing automatically each year unless either party gives 30 days' written notice of non-renewal.

Termination for Convenience. Either party may terminate on 30 days' written notice.

Termination by BC. BC may terminate immediately if: (a) you materially breach this Agreement; (b) your platform account is suspended or terminated; or (c) BC determines in its sole discretion that continued campaigns are not economically viable.

Effect of Termination. Termination does not relieve you of any payment obligations incurred before the termination date. All outstanding invoices remain due.

Survival. Confidentiality, non-disparagement, indemnification, limitation of liability, payment obligations, and dispute resolution survive termination.

12. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless BC and its affiliates, officers, employees, and agents from any third-party claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Your breach of this Agreement or any representation or warranty you made.
- Your violation of any law, regulation, or platform policy.
- Your content, endorsements, statements, or conduct.
- Any allegation that your content or materials infringe a third party's intellectual property rights.
- The suspension, termination, or loss of eligibility of your account on any platform.
- Any unauthorized access to or compromise of your platform account.
- Your gross negligence, fraud, or willful misconduct.

Procedure. BC will notify you promptly of any claim that triggers your indemnification obligation. You have the right to control the defense using counsel reasonably acceptable to BC. BC may participate with its own counsel at its own cost. You may not settle any claim in a way that imposes obligations on BC without BC's prior written consent.

13. LIMITATION OF LIABILITY

EXCEPT FOR INDEMNIFICATION OBLIGATIONS, BREACHES OF CONFIDENTIALITY, OR INTENTIONAL MISCONDUCT, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. BC'S TOTAL LIABILITY FOR ANY CLAIM IS LIMITED TO THE AMOUNTS PAID BY YOU TO BC IN THE THREE MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

14. CONFIDENTIALITY AND DATA ACCESS

Mutual Confidentiality. Both parties agree to keep the other's non-public information strictly confidential, including the terms of this Agreement, financial data, performance results, campaign strategies, and all communications.

Your Specific Obligations. You agree not to:

- Share, forward, or disclose any BC communication, invoice, or report to any third party, including other creators, brands, or retail platform representatives.
- Coordinate with other creators using information received from BC for the purpose of disputing invoices, withholding payment, or influencing platform relationships.

A breach of these obligations is a material breach and may result in immediate termination and legal action. Confidentiality obligations survive termination indefinitely for trade secrets and for as long as information remains non-public for all other confidential information.

Retail Platform Data Access. Where permitted under your retail platform agreements, you authorize BC to access your affiliate performance data and account information solely for campaign management

purposes. BC will treat all such data as confidential, use it only to deliver services, and not disclose it to any third party. You are solely responsible for ensuring your participation in this arrangement complies with your platform obligations. If platform policies change in a way that affects this access, you will notify BC promptly.

15. NON-DISPARAGEMENT

During and after the term of this Agreement, you agree not to make any public or private statement that could reasonably harm BC's reputation, business relationships, or goodwill. This includes statements made directly or through third parties and applies to online reviews, social media, platform communications, and any other channel. BC agrees to the same obligation toward you. This obligation survives termination. Either party may seek injunctive relief for a breach in addition to any other available remedy. Nothing here restricts truthful statements required by law or legal process.

16. DISPUTE RESOLUTION

Step 1: Talk First. Before starting arbitration, the party raising a dispute must give the other written notice and the parties must try in good faith to resolve it within 30 days.

Step 2: Binding Arbitration. If informal resolution fails, the dispute will be resolved by final and binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules before a single arbitrator. For parties outside the United States, arbitration will be administered by the International Centre for Dispute Resolution (ICDR). The seat of arbitration is Lewes, Delaware. Delaware law governs regardless of the arbitration location. The arbitrator's award is final and may be entered in any court of competent jurisdiction.

Individual Claims Only. All disputes must be brought on an individual basis. You waive any right to bring or participate in any class, collective, or representative action in arbitration or court. The arbitrator has no authority to hear class claims. This waiver is a material term of this Agreement.

Exceptions. Either party may seek injunctive or equitable relief in court to protect confidential information or intellectual property, or bring an individual claim in small claims court if it qualifies.

17. GENERAL

Governing Law. This Agreement is governed by Delaware law. Any court action outside arbitration must be filed in Sussex County, Delaware.

Notices. Notices may be sent by email. BC's notices go to legal@boostedcreator.com. Notices to you go to your most recent email on file.

Assignment. BC may assign this Agreement freely. You may not assign without BC's prior written consent.

Independent Contractors. The parties are independent contractors. You are responsible for your own taxes and compliance obligations.

Force Majeure. Neither party is liable for delays or failures caused by events outside reasonable control, including platform outages, policy changes, acts of God, pandemics, or government actions. This does not excuse payment obligations for spend already incurred or invoices already issued.

Entire Agreement. This Agreement and the Creator Partnership Agreement are the complete agreement between the parties and replace all prior discussions and agreements on this subject.

Severability. If any provision is unenforceable, the rest of the Agreement continues in full effect.

Waiver. Failure to enforce any provision is not a waiver of the right to enforce it later.

Claims Deadline. Any claim must be brought within 90 days of when the cause of action arose. This does not apply to payment obligations or collections.

Updates. BC may update these Terms with reasonable notice. Continued use of BC's services after the effective date of a change constitutes acceptance.