

# Chibo Host Agreement

Last revised on 12/1/2020

This Chibo Host Agreement (“Host **Agreement**”) contains the terms and conditions that govern your participation in the Chibo Host Program (“**Program**”), which is operated by Haier U.S. Appliance Solutions, Inc. d/b/a/ GE Appliances through its business component Chibo (collectively, “**we**”, “**us**”, “**our**” or “**Chibo**”). Any person or entity that participates or attempts to participate in the Program (such person or entity, “**you**”, or a “**Host**”) must accept this Host Agreement without change.

By registering for the Program, you agree to the terms and conditions of this Host Agreement, without change, and have entered into a legal contract between you and Chibo; provided, however, that this Host Agreement shall not be effective until we determine that you are eligible to participate in the Program as further described in Section 2. The [Chibo Terms of Use](#) (the “**Terms of Use**”) separately govern your use of the Chibo Service. To the extent there is any conflict between this Host Agreement and the Terms of Use, this Host Agreement will take precedence. All capitalized terms not defined in this Host Agreement have the respective meanings set forth in the Terms of Use.

**1. Description of the Program.** The Program permits you to monetize the broadcasting, streaming, distribution, and exhibition of your Digital Content through the products, services or programs described herein.

## **2. Eligibility and Compliance.**

**2.1. General Eligibility.** As part of the enrollment process into the Program, you must submit a complete and accurate Program application (including all forms, documents, or certifications as may be required to satisfy any tax obligations with respect to payments under this Host Agreement). If you are an individual, you must be at least 18 years old. By enrolling you certify that you are 18 or older. We will evaluate your application and notify you of its acceptance or rejection. We will determine your eligibility at our sole discretion.

If we (a) reject your application or (b) terminate your account in connection with any violation or abuse, including, but not limited to any violations of the Terms of Use, you cannot re-join the Program without our advance written authorization.

**2.2. License.** Content that you stream on Chibo is and remains your content. Chibo does not claim any intellectual property rights over the materials you upload to Chibo by virtue of your use of our services. By uploading or streaming your Live Events and Recordings (“Digital Content”) to Chibo, you agree to provide Chibo with all necessary licenses, including a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use (e.g, to display, transmit, stream, broadcast, record and store) and distribute your Digital Content in furtherance of the Chibo Host Program.

After termination of this Host Agreement, Chibo reserves the right to make available the Digital Content for distribution in accordance with the terms of this Host Agreement.

Other than as set out expressly herein or in the Terms of Use, neither party will acquire any right, title or interest in any intellectual property rights belonging to the other party or to the other party's licensors.

**2.3. Compliance Requirements.** You will ensure that the information in your Program application and otherwise associated with your account, including your email address and other contact information and identification of your Chibo channel, is at all times complete, accurate, and up to date. You must comply with this Host Agreement and the [Terms of Use](#), each as updated from time to time, in order to participate in the Program and to receive payments related to Digital Content. Please read them carefully. You must promptly provide us with information that we request to verify your compliance with this Host Agreement.

**2.4. Violations.** If you violate this Host Agreement, the Terms of Use, in addition to any other rights or remedies available to us, we reserve the right to withhold (and you agree you will not be eligible to receive) payments otherwise payable to you under this Host Agreement, whether or not directly related to such violation.

**3. How You Are Paid.** Anytime Chibo sells your Digital Content, you have rights, subject to the terms of this Host Agreement, to proceeds generated by that sale. We will collect the sales proceeds, deduct the Platform Fees and Transaction Fees described below (collectively, the "**Fees**") and remit the net balance to you. Chibo reserves the right, in its sole discretion, to adjust Fees.

<b>Platform Fee</b>	20% of gross revenue
<b>Transaction Fee</b>	5% of gross revenue

**4. Payment and Reporting.**

**4.1. Payment Terms.** We will accrue payments due to you and pay you any accrued amounts for completed events and recording purchases on the 5th and 20th (or the next business day thereafter) of each month at least 5 days after the scheduled event date, in United States Dollars, less Fees, returns, refunds, chargebacks, discounts and credits. If we are obligated to pay you in a currency that is not United States Dollars, we will convert such revenue at an exchange rate that we or our bank determine, which

may include fees and charges for the conversion. We will transfer your payments directly to your designated bank account. To ensure proper payment, you are responsible for providing and maintaining accurate contact and payment information through the Chibo Service. Any changes to your contact and payment information will not be effective until at least seven days after submission to us. Chibo will not be obligated to make a payment if the total amount to be paid to you under this Host Agreement is less than \$100 (the “**Payment Threshold**”), and may instead accrue such payment obligation until such time as its overall obligation to you meets the Payment Threshold. If any excess payment is made to you for any reason whatsoever, we reserve the right to adjust or offset the same against any subsequent fees payable to you under this Host Agreement.

If at any time there has been no substantial activity on your Program account for at least twelve consecutive months, and you have not earned at least \$100 in revenue during that twelve-month period, we may close your account and terminate this Host Agreement. If you have an accrued balance in your account, a maintenance fee will be deducted from your remaining balance. The maintenance fee will be the lesser of the accrued revenue in your account or \$25. Any remaining balance will be paid to you.

**4.2. Reporting.** We will provide you with access to a dashboard which will provide data relating to revenue (“**Reporting Data**”). You acknowledge and agree that all Reporting Data is and will at all times be exclusively owned by us and will remain our confidential information.

**5. Data Privacy.** You agree that our [Privacy Statement](#) (as may be updated from time to time) governs how we collect, use, and disclose your personal information. You acknowledge and agree that the information associated with any purchases through the Chibo Service or any uses of any Chibo Service belongs to Chibo and may be used only in accordance with our Privacy Statement.

**6. Representations and Warranties.** You represent, warrant, and covenant that (a) you are at least 18 years of age and have not been previously removed from or prohibited from receiving the Chibo Services, (b) you will participate in the Program in accordance with this Host Agreement, (c) your participation in the Program will not violate any applicable laws, ordinances, rules, regulations, orders, licenses, permits, industry standards, judgments, decisions, or other requirements of any applicable governmental authority (including all such rules governing communications and marketing), (d) you have the full corporate right, power and authority to enter into this Host Agreement and to perform the acts required hereunder; (e) your execution of this Host Agreement, and your performance of your obligations and duties hereunder, do not and will not violate any agreement to which you are a party or by which you are otherwise bound; (f) you have power and authority to grant the license to Digital Content described herein, and (g) the information you provide in connection with the Program is accurate and complete at all times. You can update your information by contacting us through the Chibo Service.

**7. Chibo Customer Information.** You may be given access to Chibo customer data related to your Digital Content purchases or class attendees. You agree to use all customer information in accordance with our Privacy Statement, not to sell any customer information and not to use customer information for any purposes not related to Chibo Services.

**8. Term and Termination.** The term of this Host Agreement will begin upon our acceptance of your Program application and will end when terminated by either you or us. Either you or we may terminate this Host Agreement at any time, with or without cause, by giving the other party written notice of termination. We may withhold accrued payments for a reasonable period of time following termination to ensure that the correct amount is paid (e.g., to account for any cancellations or returns). Upon any termination of this Host Agreement, all rights and obligations of the parties will be extinguished, except that the rights and obligations of the parties under Sections 2.2, 5, 6, 7, and 10-14 will survive the termination of this Host Agreement. If you terminate the Host Agreement and your earned balance equals or exceeds the Payment Threshold, we will pay you your earned balance within approximately 30 days after the end of the calendar month in which the Host Agreement is terminated, pursuant to Section 4.1. Any earned balance below the Payment Threshold will remain unpaid. No termination of this Host Agreement will relieve either party of any liability for any breach of, or liability accruing under, this Host Agreement prior to termination.

**9. Modifications.** Chibo reserves the right, at our discretion, to change, modify, add, or remove portions of this Host Agreement at any time (for example to reflect updates to the Chibo Service or to reflect changes in the law). If Chibo changes this Host Agreement, we will provide you notice of these changes, such as by sending an email, posting a notice on the Chibo Service or updating the “Last Updated” date above. Please check this Host Agreement periodically for those changes. Modifications may include, for example, changes to the Fees, Program eligibility, payment procedures, and other Program requirements. If any modification is unacceptable to you, your only recourse is to terminate this Host Agreement. Your continued participation in the Program following the effective date of any modification (e.g., the date of our posting of a change notice or revised agreement or the date specified in any email to you regarding such modification) will constitute your binding acceptance of the change.

**10. Disclaimers.** To the fullest extent permitted by applicable law: (a) the Program and the content and materials contained therein are provided on an “as is” basis without warranties of any kind, either express or implied, except as expressly provided to the contrary in a writing by Chibo; (b) Chibo, and its affiliates, partners, and suppliers disclaim all other warranties, statutory, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to the program, including any information, content or materials contained therein; (c) except for the express representations and warranties set forth in this Host Agreement, Chibo does not make any representation or warranty in connection with the subject matter of this Host Agreement.

**11. Indemnification.** You hereby release and agree to defend, hold harmless, and indemnify us, and/or our subsidiaries, hosts, directors, officers, employees, agents, successors and assigns from and against any allegation or claim based on, or any loss, damage, settlement, cost, expense and any other liability (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification), arising from or related to: (a) any act or omission by you, including, without limitation any breach of this Host Agreement (including your representations and warranties in Section 6 above) or allegation or claim of negligence, strict liability, willful misconduct or fraud of you; or (b) your access to or use of the Program.

**12. Limitation of Liability.** Neither we nor any of our affiliates or licensors will be liable to you for lost revenue, lost profits, lost business, or indirect, incidental, consequential, special or exemplary damages (even if we have been advised of the possibility of such damages) arising from or relating to this Host Agreement or the program. Further, our aggregate liability to you, under any theory of liability, in connection with this Host Agreement and the program will not exceed the an amount equal to one month's class proceeds based on the average monthly payment paid or payable to you under this Host Agreement in the twelve months immediately preceding the date on which the event giving rise to the most recent claim of liability occurred.

**13. Applicable Law.** This Host Agreement shall be governed by and construed, and all disputes arising hereunder shall be decided, in accordance with the laws of the State of Delaware, and the federal laws of the United States of America, without giving effect to conflicts of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the State of Kentucky for any disputes arising from or related to this Host Agreement.

**14. Dispute Resolution.** All disputes arising hereunder, including any disputes involving third parties, shall be resolved by binding arbitration as described in this paragraph rather than in court, except that (a) you may assert claims in small-claims court if your claims qualify and (b) either party may bring suit in a court in the aforementioned jurisdiction to enjoin infringement of intellectual property rights or by Chibo for breach of confidentiality. **There is no judge or jury in arbitration and court review of arbitrations awards is limited.; however, an arbitrator may award on an individual basis the same damages and relief as a court and must follow the terms of this Host Agreement as a court would.** Unless otherwise specified or prohibited by law, the specific manner of arbitration shall be as follows: disputes with amounts in controversy under \$3,500 shall be arbitrated by the Better Business Bureau in accordance with their rules and procedures. Disputes with amounts in controversy above \$3,500 shall be referred to the Center for Public Resources in accordance with their rules and procedures. Each party shall bear its own costs and expenses. For purposes of claims brought by Chibo against you, such as for credit card misuse, dishonored checks, breaches of confidentiality, etc., you consent to jurisdiction in the Commonwealth of Kentucky.

## **15. Miscellaneous.**

**15.1. Assignment.** You may not assign this Host Agreement, by operation of law or otherwise, without our express prior written approval. Subject to that restriction, this Host Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Any attempt to assign in violation of this section is void in each instance. We may assign this Host Agreement: (a) to any of our hosts; or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of our assets or any similar transaction.

**15.2. Further Assurances.** You will take or cause to be taken such further actions, and will execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and will obtain such consents, as may be reasonably required or requested by us in order to effectuate fully the purposes, terms and conditions of this Host Agreement.

**15.3. Waiver.** The waiver by us of a breach of or a default under any provision of this Host Agreement will be in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Host Agreement, nor will any delay or omission on our part to exercise or avail itself of any right or remedy that we have or may have hereunder operate as a waiver of any right or remedy.

**15.4. Severability.** If any provision in this Host Agreement is found to be invalid or unenforceable, that provision shall be deemed severable from the other provisions and shall not affect the validity or enforceability of the remaining provisions. You agree that any claim arising out of or related to this Host Agreement must be filed within one year after it arose or be permanently barred.

**15.5. Entire Host Agreement.** This Host Agreement contains the complete understanding between the parties with respect to their respective subject matter hereof and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Host Agreement, and will not be modified except in writing, signed or otherwise agreed to by both parties, or by a change to this Host Agreement made by Chibo as set forth in Section 9 above.