

Terms of Service

TERMS OF SERVICE

Last Updated: October 13, 2023

WriteImpactful.com Inc. (“WriteImpactful”) operates the online marketplace located at WriteImpactful.com (the “Site”) and provides the various services made available through the Site, including to connect Clients with Talent (the “Services”).

By clicking “AGREE”, or by otherwise agreeing to these terms of service or to a Services Agreement, or by otherwise using the services, each User (as defined below) agrees with WriteImpactful to be bound by these terms of service (the “Terms of Service” or “Agreement”).

If a User is entering into this Agreement on behalf of a corporation or other legal entity (including a talent agency), User represents that he/she has the legal authority to bind such entity to this Agreement.

This Agreement governs the provision of Services to both Talent and Clients.

Definitions

The following terms shall have the meanings specified:

“Additional Client Terms” has the meaning given in Section 11(a) of this Agreement.

“WriteWise AI” means the feature on the Site which allows Client to generate, preview and procure Artificial Work Products created using AI WriteWise AI, in each case as described in this Agreement.

“WriteWise AI”, with respect to Talent, means a custom Text enhancement developed through the use of artificial intelligence technology and based on the Talent’s Writing characteristics.

“WriteWise AI Settings” means the feature on the Site which allows Talent to offer Job Services to Clients to create Artificial Work Products (through the use of AI Studio) using an AI Text Enhancement based on the Talent’s Writing characteristics.

“Artificial Talent Content” has the meaning given in Section 11(b) of this Agreement.

“Artificial Work Product” means a Work Product in a Writing format that is created or rendered (in whole or in part) using means other than Talent’s unmodified natural styles, including using computer-generated scripts or artificial intelligence software or algorithms.

“Client” means a purchaser of services from Talent.

“Client Content” means any content uploaded, transferred, submitted, or otherwise made available by Client to the Site or WriteImpactful, including Job Postings, scripts, lyrics, other literary works, files, performances, compositions, creational works, other copyrighted content and other materials relating to a Job Posting and any Job Services.

“Job Agreement” means a contract between Client and Talent for Job Services which is comprised of the Job Information and the relevant terms and conditions of this Agreement and, if applicable, any Additional Client Terms.

“Job Fees” means the fees payable by Client to Talent for the Job Services.

“Job Information” means the information: (a) specified in the Job Posting populated by Client on the Site; (b) specified in the Package populated by the Talent on the Site; or (c) specified in AI Studio with respect to the Artificial Work Product(s) to be generated by Client; as applicable, and in each case inclusive of the Job Services details, license rights, project timing requirements, Job Fees and other information.

“Job Posting” means a written description prepared by a Client for posting through the Service to interested Talent and which

describes an available project or scope of work required by Client and includes the information specified on the Site as being required.

“Job Services” means: (a) the requirements specified in a Job Posting as outlined by a Client and to be provided by the selected Talent; (b) the services offered by a Talent, as described in a Package; or (c) the use of an AI Styles to create Artificial Work Products pursuant to this Agreement through the use of the AI Studio feature of the Site.

“Maintenance Period” means: (a) any regular maintenance period as WriteImpactful may determine is reasonably required from time to time; and (b) when access to the Site is suspended for technical or emergency (including security) reasons.

“Package” means a written description prepared by a Talent for posting through the Service to interested Clients, which describes pre-defined scopes of Job Services that the Talent is willing to provide for Clients, and includes the information specified on the Site as being required.

“Registration Information” has the meaning given in Section 1 of this Agreement.

“Services” has the meaning given in the preamble to this Agreement.

“Services Agreement” means (if applicable) a separate written master services agreement entered into between WriteImpactful and a Client that incorporates the terms of this Agreement by reference.

“Site” has the meaning given in the preamble to this Agreement and includes all systems, technology (including software, proprietary algorithms) and Site Content utilized by WriteImpactful to provide the Services.

“Site Content” means all data, information, content, blogs, videos, guides, tools and materials displayed or accessible through the Site exclusive of Work Product or User Generated Content.

“Talent” means (a) an individual creative talent selling Writing and/or other creative services; or (b) a talent agency or other organization having the authority to represent and bind an individual talent selling writing content and/or other creative services.

“Talent Content” means any content uploaded by Talent to the Site, including Talent files , work demonstrations, examples or a portfolio of past creative works, biographic materials, testimonials, reviews, profile photographs, literary works, articles, performances, compositions, other copyrighted content and any other materials relating to Talent and Talent’s response to a Job Posting and the performance of any Job Services, but exclusive of Work Product. Talent Content includes Artificial Talent Content.

“Talent Response” means an expression of interest by Talent to provide Job Services and can include: auditions, examples of creative work, indications of the scope of work, Job Fees and other relevant information as prepared by Talent and in response to a Job Posting that is submitted to the Site for review by the applicable Client.

“Tier” has the meaning given in Section 11(d) of this Agreement.

“User” means Talent and / or Client as the circumstances may indicate or require.

“User Generated Content” means Client Content or Talent Content as the context may indicate or require.

“WriteImpactful Parties” means WriteImpactful and its affiliates and their respective directors, officers, employees, shareholders, agents, licensees and Third Party Contractors.

“Work Product” means the work product described in a Job Agreement to be provided by Talent to Client, which may include text and demos, creative work, performances, compositions, articles and other copyrighted content. Work Products include Artificial Work Products.

- 1. Registration and User ID.** In order to subscribe for and receive Services each User must register on the Site. Each

User is responsible to provide true, accurate, current and complete information as prompted by any registration forms, including contact and billing information (“Registration Information”). User hereby consents to the Use of all Registration Information for the purposes described in this Agreement, the WriteImpactful Privacy Policy and otherwise as is necessary to enable WriteImpactful’s performance of the Services and this Agreement. The user agrees to keep all Registration Information current. Use of the Services requires a username and/or email address and password. The user is solely responsible for protecting the confidentiality of its user credentials and for all activity and use conducted under such credentials. Users will immediately upon becoming aware report to WriteImpactful any compromise or loss of its user credentials or suspected unauthorized use. User agrees that WriteImpactful will not be liable to User or any other person for any losses incurred by User that are attributable to User’s breach of this provision and that User will be liable to WriteImpactful for losses or damage suffered or incurred by WriteImpactful or other Users or persons as a result of such breaches.

2. **Services.** User may subscribe to the various Services made available to Users through the Site from time to time and WriteImpactful will, in consideration of User’s payment of the charges specified in this Agreement and subject to the terms of this Agreement, provide the Services. WriteImpactful reserves the right to make changes to the Site and/or its Services at any time in its sole discretion without notice. WriteImpactful may limit the amount of storage space used by individual Users for creative work files if in its discretion the amount used is determined by WriteImpactful to be excessive.
3. **Support.** WriteImpactful will provide support to User during WriteImpactful’ regular business hours comprised of: (a) answering of general questions concerning the Site and Services and User’s use of same; (b) using commercially reasonable efforts to correct Site or Services problems and errors. Support is provided primarily through the use of web-

based tools. Support does not include any changes or customizations to the Site or Services.

4. **Service Level.** WriteImpactful will use commercially reasonable efforts to operate the Site and provide the Services on a continuous basis other than during any Maintenance Period and subject to the terms of this Agreement. However, there may be other times when the Site and Services may not be available and WriteImpactful retains the right to make the Site and Services unavailable from time to time for any reason and User agrees that WriteImpactful will not be liable for any damages arising from any interruption, suspension or termination of Site or Services availability.
5. **Services Agreements.** WriteImpactful and Client may agree to separately enter into a Services Agreement which governs the provision of Services under this Agreement and such other professional services and other services as may be set forth in the Services Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and a Services Agreement, the terms of the Services Agreement will prevail to the extent of the conflict or inconsistency.
6. **Privacy Terms.** Where personal information is collected in connection with User's registration and use of the Services, the collection, use and disclosure of personal information shall be in accordance with WriteImpactful's privacy policy available at <https://writeimpactful.com/privacy-policy-2/> ("WriteImpactful Privacy Policy"). User is responsible for its compliance with all applicable privacy laws and covenants that all personal data and information provided to WriteImpactful or uploaded to the Site and the Services is provided in compliance with all applicable laws. The Voices Privacy Policy forms part of this Agreement.
7. **Term and Renewal.**
 - (a) This Agreement shall become effective at the time User accepts this Agreement and shall apply for the duration of time that User uses the Site and receives the Services, or for any specific term or period to which a User subscribes, unless earlier terminated by either party as permitted by this Agreement.

(b) If User has subscribed for a specific term or period (e.g. annual or monthly or on some other basis) WriteImpactful will send User a notice of renewal prior to the end of such period, and such term or period of Services will be automatically renewed for a period equivalent to the immediately preceding term or period unless User elects not to renew by giving notice in the manner prescribed in the WriteImpactful notice of renewal.

8. Use of Site.

(a) By Client. WriteImpactful authorizes Client to access and use the Site solely for the purpose of (i) completing Job Postings and Client Content; (ii) reviewing Talent Responses; (iii) reviewing Packages; (iv) using the AI Studio feature of the Site to generate, preview, and download Artificial Work Products; (v) entering into Job Agreements with Talent and making payments for Job Services; (vi) viewing Site Content; and (vii) subscribing for and using such other Services as may be available to Client through the Site.

(b) By Talent. Voices authorizes Talent to access and use the Site solely for the purpose of (i) reviewing Job Postings; (ii) submitting Talent Content including Talent Responses; (iii) completing Packages; (iv) using the WriteWise AI Setting feature of the Site to offer Job Services in respect of Artificial Work Products created using WriteWise AI based on Talent's style characteristics; (v) entering into Job Agreements with Clients and receiving payments for Job Services; (vi) viewing Site Content; and (vii) subscribing for and using such other Services as may be available to Talent through the Site.

WriteImpactful reserves all rights not expressly granted to User hereunder.

9. User Responsibilities. User:

(a) is responsible for all activity it conducts using the Services;

- (b) will comply with all applicable laws relating to its use of the Site and the Services;
- (c) will comply with all policies adopted by WriteImpactful and posted on the Site from time to time regarding the Site and Services;
- (d) will not use the Site or the Services for: illegal or inappropriate purposes; sending spam; perpetration of security breaches; hacking; privacy breaches; fraudulent activity; distribution of viruses or other harmful code; transmission, distribution, or storage of any material protected by copyright, trademark, trade secret or other intellectual property right without proper authorization, or material that is obscene, defamatory, fraudulent, infringing or abusive; any unauthorized access, alteration, theft, corruption or destruction of files, data, transmission facilities or equipment;
- (e) will not use any software, device, or process to scrape or copy profiles and/or data from the Site (including crawlers, browser plugins, add-ons, or any other technology);
- (f) will not interfere with any other person's use and enjoyment of the Site.

10. Restrictions. User agrees that User will not circumvent the WriteImpactful payment procedures as specified in this Agreement or otherwise communicated to User via the Site or engage in any Prohibited Acts. For the purposes of this section "Prohibited Acts" means:

- (a) listing, displaying or otherwise providing any direct contact information to another User through the Services;
- (b) submitting proposals to or soliciting Clients identified on the Site to contact, hire, manage or pay such User directly and not through the Services;
- (c) accepting proposals from or soliciting talent identified on the Site to contact, deliver talent work, invoice, or receive

payment by another User directly and not through the Services;

- (d) invoicing or reporting on the Site an invoice or payment amount different than that agreed between Client and Talent;
- (e) using any Work Product or other materials without payment;
- (f) any payment for, or use of, Work Product (including via an extension, renewal or re-use) other than pursuant to an accepted Job Agreement or Services Agreement;
- (g) any other circumvention of the Site or Services to establish contact between Client and Talent to complete any Job Services.

11. Posting and Review of Job Postings and Packages; WriteWise AI Setting and AI Studio; Job Agreements.

Job Postings

- (a) Client may create a Job Posting on the Site. The Site may also permit Client to upload to the Site additional contractual requirements, such as a non-disclosure agreement or other terms and conditions that Client proposes to apply to the Job Services (“Additional Client Terms”).
- (b) In response to a Job Posting, Talent may review the Job Posting and submit a Talent Response, if applicable, to Client. In submitting a Talent Response, if Talent includes or uses any Talent Content that is in a writing format (such as auditions and demonstrations) and that was created or rendered (in whole or in part) using means other than Talent’s unmodified natural styles, including using artificial intelligence software or algorithm (“Artificial Talent Content”), then Talent shall expressly disclose and identify such Artificial Talent Content and describe

the means by which Artificial Talent Content was created in the applicable Talent Response.

- (c) In the event that Client elects to engage Talent to provide Job Services in respect of a Job Posting, Client will create a Job Agreement using the Job Agreement process provided on the Site to populate the Job Agreement with the Job Information and submit the Job Agreement to Talent for its review. In submitting the terms of the Job Agreement to Talent, Client will indicate its' agreement with Talent to be bound by the terms of the Job Agreement by selecting "Send to Talent".

Packages

- (d) Talent may create a Package on the Site. Depending on the type of Work Product that the Talent offers to provide on the Site writing services, each as described on the Site), the Package may be required, as specified by the Site, to include certain package attributes and license rights. These project attributes and license rights may be described using the capitalized terms set out in Exhibit A to these Terms of Service, which capitalized terms will have the corresponding definitions set out in Exhibit A. Each Package may include descriptions of one or more "Tiers" of Job Services, and each Tier comprises a scope of Job Services (with package attributes, license rights, and Job Fees) that can be selected by the Client (package attributes included in a Tier are also referred to as "Included Package Options"). Additional package attributes, services, and license rights may also be included in the Package as "Add-Ons."
- (e) In the event that Client elects to engage Talent to provide Job Services in respect of a Package, Client will: (i) select a Tier and, if applicable, any Add-Ons; (ii) create a Job

Agreement using the Job Agreement process provided on the Site to populate the Job Agreement with the applicable Job Information; and (iii) submit the Job Agreement to Talent for its review. In the Job Agreement creation process, Client may also provide additional Client Content to the Talent to further describe the Client's requirements. In submitting the terms of the Job Agreement to Talent, Client will indicate its agreement with Talent to be bound by the terms of the Job Agreement by selecting "Send to Talent."

WriteWise AI Setting and AI Studio

- (f) WriteImpactful may offer Talent the opportunity to use the WriteWise AI Setting feature on the Site. If Talent agrees to use the WriteWise AI Setting feature and is subject to such other terms and conditions as may be agreed to between WriteImpactful and Talent, WriteImpactful will host on the Site a WriteWise AI based on Talent's style characteristics and will offer to Clients the ability to generate Artificial Work Products through the use of the WriteWise AI feature of the Site by using such AI Writing Model to ingest written scripts provided by Clients. Talent may use the WriteWise AI Setting feature to: (i) set the pricing that would apply to Artificial Work Products created using the Talent's associated WriteWise AI Model (which pricing may differ depending on the license rights associated with the Artificial Work Product); and (ii) create content filters to limit the Artificial Work Products that could be generated (for example, by restricting the content of the written script that may be ingested by the WriteWise AI Model).
- (g) WriteImpactful may offer Client the ability to browse or search for WriteWise AI Models on the Site and to generate Artificial Work Products using AI Studio. If an WriteWise

AI Model based on a Talent's writing characteristics is available, then Client may use the WriteWise AI Studio feature of the Site to generate and preview Artificial Work Products based on such AI writing Model and script(s) provided by Client, and the WriteWise AI Studio feature may permit the Client to adjust or tune the previewed Artificial Work Product based on the Client's requirements and preferences. If Client elects to use an AI Voice Model to generate an Artificial Work Product, then: (i) Client will select the license rights that would apply to the Artificial Work Product from among the options presented on the Site; and (ii) create a Job Agreement using the Job Agreement process provided on the Site. Client and Talent acknowledge and agree that, if Client uses the WriteWise AI Studio feature of the Site to create Artificial Work Products using Talent's associated WriteWise Model, then Talent will be deemed be performing Job Services for Client in respect of such Artificial Work Product, and Client will be deemed to be hiring Talent in respect of such Job Services.

Job Agreement

- (h) Each Job Agreement may include certain capitalized terms set out in Exhibit A to these Terms of Service (for example, to describe the scope of the Job Services, the quality of the Work Product, and limitations and restrictions on the Client's right to use the Work Product); unless otherwise defined in the Job Agreement, such capitalized terms will have the corresponding meanings set out in Exhibit A. In a Job Agreement, the total Job Fees that may be chargeable may be expressed as a "subtotal" amount (and a reference to the subtotal in a Job Agreement is a reference to the Job Fees payable with respect to that Job Agreement).

- (i) If any Work Product provided by Talent is an Artificial Work Product that has not been created through the use of WriteWise AI Studio by a Client, then Talent shall expressly disclose and identify such Artificial Work Product and describe the means by which such Artificial Work Product will be produced (e.g. to be generated using artificial intelligence software) in the applicable Job Agreement.
- (j) Talent may propose changes to the Job Agreement submitted by Client, including to the proposed Job Fees, by contacting WriteImpactful customer support or, if available, using the process provided on the Site.
- (k) Each of Client and Talent may edit the draft Job Agreement by continuing the proposed edits to the draft Job Agreement and submitting such edits to the other using the process provided on the Site.
- (l) Talent will indicate its agreement with Client to be bound by the terms of the Job Agreement by selecting “Accept Job Agreement” once agreement on terms of the Job Agreement have been settled.
- (m) If a Client is entering into a Job Agreement using the Site’s WriteWise AI Studio feature, then (i) Sections 11(j), 11(k), and 11(l) of this Agreement will not apply, and (ii) a Job Agreement will be deemed to have been fully executed by both Talent and Client upon the Client’s acceptance to the Job Agreement (which acceptance may be indicated by the Client by selecting “Confirm and Pay”, “Continue to PayPal”, “Confirm Order”, or other similar option, as applicable, on the checkout page). Talent acknowledges and agrees that: (A) if Talent uses the WriteWise AI Setting feature of the Site to offer Clients the ability to generate WriteWise AI Products through the use of WriteWise AI Studio using the Talent’s associated WriteWise AI Model, then Talent is making an offer to Clients of the Site to enter into Job

Agreements based on the parameters (including pricing, license rights, and content restrictions) selected by Talent using the WriteWise AI Setting feature; and (B) accordingly, if a Client creates a Job Agreement pursuant to Section 11(g) of this Agreement, then, once the Client accepts and agrees to the Job Agreement, such Job Agreement will be deemed to have been fully executed and agreed to by Talent, and will be binding on Talent without further formalities or actions from Talent.

- (n) The terms of an executed Job Agreement may be amended, and the license term of a Job Agreement may be renewed or extended, by mutual agreement between Talent and Client, using the process provided on the Site.

12. Job Agreements – Relationship to WriteImpactful.

User Acknowledgements

- (a) The Site serves as an electronic marketplace for Clients and Talent. User acknowledges that, except to the extent as may be expressly set out in a Services Agreement, WriteImpactful will not be involved in the actual transaction between Client and Talent and WriteImpactful will not be involved in any aspect of the performance of Job Services.
- (b) Client acknowledges that WriteImpactful does not (and does not have any obligation to) independently evaluate, investigate, or otherwise conduct any due diligence regarding: (i) Talent, their resumes, portfolios, qualifications, skills, background, or prior experience; or (ii) any WriteWise Models. Voices makes no representations or warranties to Client concerning Talent or any WriteWise Model, including as to the reliability, capability, background, identity or qualifications of any Talent or their AI WriteWise Model. Talent Content

posted on the Site is provided by WriteImpactful on an “as is” basis without any warranty by WriteImpactful. Except to the extent as may be expressly set out in a Services Agreement WriteImpactful is not responsible for assisting Client in selecting Talent and will have no liability for Client’s use of or reliance on any Talent Content. Client acknowledges and agrees that Client will be solely responsible for undertaking the necessary research and due diligence and/or having the proper knowledge, skill, and experience to evaluate the Talent Content or AI WriteWise Model and select and engage Talent for the provision of Job Services.

- (c) Talent acknowledges and agrees that WriteImpactful has no control over Client’s use of any Work Product, and will have no liability or responsibility for any actual or alleged misuse of any Work Product in a manner not contemplated or sanctioned by Talent. If Talent uses the AI WriteWise Setting feature, Talent further acknowledges and agrees that: (i) while WriteImpactful has implemented certain controls to help Talent prevent the misuse of the Talent’s associated AI WriteWise Model, such controls may not be completely effective and may be circumvented by Clients; and (ii) WriteImpactful will have no liability or responsibility to Talent for any use of any AI WriteWise Model based on the Talent’s Writing characteristics to generate Artificial Work Products.
- (d) User acknowledges that WriteImpactful does not independently evaluate, investigate, or otherwise conduct any due diligence regarding any User Generated Content and WriteImpactful has no liability to User for any damage or loss concerning the accuracy of User Generated Content or User’s access to, or use of, or reliance on, any User Generated Content. All User Generated Content is used by User in its own discretion and at its sole risk.

(e) Client and Talent agree that WriteImpactful has no responsibility for any disputes or issues that arise between Client and Talent. The resolution of all disputes and claims between Client and Talent concerning the performance of, and payment for, any Job Services and a Job Agreement, including with respect to any enforcement, breach, terms, conditions, warranties and representations associated with the Job Services and a Job Agreement is solely between Client and Talent. Each User hereby waives any recourse to or against WriteImpactful and hereby releases and indemnifies WriteImpactful and the other WriteImpactful Parties from and against any and all claims, demands, damages, losses, costs and expenses of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with Job Services, Job Agreements, disputes between Talent and Client or any breach of this Agreement by Talent or Client.

13. Fees and Payment.

WriteImpactful Charges to Users

- (a) User agrees to pay WriteImpactful the standard fees set out on the Site from time to time applicable to the level of Service or subscription selected by Client (or if applicable as set out in a Services Agreement) or the level of membership or subscription selected by Talent.
- (b) Client agrees to pay WriteImpactful a processing fee based upon the total value of any Job Service completed through the utilization of the Services multiplied by the processing fee rate set out on the Site from time to time.

- (c) Talent agrees to pay WriteImpactful a transaction or platform fee for each Job Service Talent is hired for.
- (d) WriteImpactful may change its standard fees and rates at any time without notice; provided that any such changes will not apply in respect of any (i) Job Services then in-progress under a Job Agreement; or (ii) any Services a User has purchased for a defined term (but not including any renewal thereof).
- (e) WriteImpactful' fees are exclusive of any applicable taxes which may be assessed by any taxing authority having jurisdiction and User will pay to WriteImpactful or, if required, to the applicable taxing authority the amount of any applicable taxes levied based on Services delivered under this Agreement. If taxes are withheld and paid to a taxing authority, User will increase the amount paid to WriteImpactful in respect of the withheld amounts so that WriteImpactful receives the full amount owing.

Fees paid by Client to Talent

- (f) Client agrees that it will be responsible for the payment of the Job Fees (plus applicable taxes) Client has agreed to pay Talent for each Job Service as specified in the Job Agreement.

Payment

- (g) All fees payable to WriteImpactful for Services and Job Fees shall be payable in advance using the payment methods prescribed on the Site (or in a Services Agreement if applicable) unless otherwise agreed upon in writing.

- (h) If periodic Services are automatically renewed (as provided in this Agreement above) payment for such Services will be due and billed to the User by WritelImpactful by the same payment method as prior payment made, and User hereby authorizes such payments.
- (i) Any payment not made when due will be subject to interest of two percent (2%) per month compounded monthly (equivalent to a yearly interest rate of 26.86%) or the highest rate permitted by applicable law if less.
- (j) All dollar amounts are stated in United States dollars unless otherwise expressly indicated or specified in a Services Agreement.
- (k) All payments are not refundable.
- (l) WritelImpactful reserves the right to suspend the Services and use of the Site in the event of any failure of a User to pay fees or amounts by the payment due date.

Payment Process Service – Job Fees

- (m) Client hereby appoints and authorizes WritelImpactful to be Client's payment agent in accordance with the following terms. Client shall remit applicable Job Fees to WritelImpactful in accordance with the payment terms above and all payments of Job Fees to Talent by Client shall be made through WritelImpactful's payment service provided on this Site, as follows:
 - (i) Job Fees remitted to WritelImpactful by Client as payment for Job Services that are managed pursuant to a Services Agreement or alternative invoicing and payment arrangement with payment terms agreed to by WritelImpactful and Client where applicable to the level of Service or subscription selected by Client

will be released to Talent according to the billing arrangements made between WriteImpactful and Client and communicated to Talent.

(ii) Job Fees remitted to WriteImpactful by Client as payment for the purchase of Job Services other than as specified in subsection (i) above, will be held by WriteImpactful, and Job Fees will be remitted to Talent on its next scheduled payout date on the EARLIEST OF, the following dates (“Payment Date”):

(A) Client expressly releasing the Job Fees through the ‘Release Funds’ function on the Site;

(B) fourteen (14) calendar days from the date that Talent has submitted the final Work Product if the Job Fees have not been released by Client, such occurring without any further action or approval required by Client; or

(C) Client pays for and downloads the relevant Artificial Work Product using the Site’s AI WriteWise feature.

Notwithstanding the foregoing, Talent agrees that Client reserves the right to direct WriteImpactful to delay the Payment Date at any time by contacting WriteImpactful customer support and providing notice to Talent and an explanation of the reason for such delay (including in the event that Client has determined that the Job Services have not been performed in accordance with the requirements of the Job Agreement) but in all cases subject to the restrictions concerning the use of any associated Work Product by Client as set out in Section 14; provided that Client agrees that WriteImpactful reserves the discretion to release payment to Talent after the Payment

Date without liability to Client in the event that the Work Product has been delivered to Client.

Payment Processing

- (n) WriteImpactful uses a third-party payment processor. The processing of payments or credits, as applicable, in connection with use of the Site and Services will be subject to the terms, conditions and privacy policies of the payment processor and applicable credit card issuer. WriteImpactful is not responsible for any errors by the payment processor and Users will resolve any disputes for amounts charged directly with the payment processor. In connection with User's use of the Site and receipt of Services, WriteImpactful will obtain certain transaction details, which WriteImpactful will use solely in accordance with the data processing and privacy terms hereof and in the WriteImpactful Privacy Policy. Users will be responsible for obtaining all necessary authorizations and consents to process User credit cards and other permitted payment cards and methods.

14. Intellectual Property – Ownership and Licenses.

Site Content

- (a) Ownership / License to Site Content. All Site Content, and all intellectual property rights in and to Site Content, is solely and exclusively owned by WriteImpactful. WriteImpactful grants User a limited, non-exclusive, non-transferable, personal and revocable license to access and view Site Content for User's own business purposes.

- (b) Restrictions. Except for the limited rights granted under subsection (a), no rights or licenses to Site Content is provided to User. For certainty, User may not adapt, translate, modify, use, redistribute, sublicense or otherwise make Site Content available to any other person.
- (c) Reservation. WriteImpactful reserves all rights in and to Site Content not expressly licensed to User and no implied rights or licenses are granted.

User Generated Content

- (d) License to User Generated Content. Each User grants to WriteImpactful (and any third party authorized by WriteImpactful) an irrevocable, perpetual, worldwide, unrestricted, fully paid up, royalty free, non-exclusive right and license to reproduce, copy, publish, perform in public, communicate to the public by telecommunication, disseminate, optimize (including search engine optimization), synchronize with other content and materials, edit, translate, transcribe, close caption and otherwise store, use and process all User Generated Content (in whole or in part, as is or as may be edited) and any materials based upon or derived therefrom for the purpose of providing the Services, promoting WriteImpactful, its services and the Site. User hereby waives all moral rights (and all other rights of a like or similar nature) that User may have in the User Generated Content in favor of WriteImpactful (and any third party authorized by WriteImpactful to use such User Generated Content). For the avoidance of doubt, the license and waiver granted in this Section 14 (d) by Talent in respect of Talent Content (such as auditions and demonstrations) will not permit WriteImpactful to use Talent Content to create, train, or develop artificial

intelligence technology (including to create synthetic or computer generated text based on the Talent's natural identity), without Talent's express written consent.

- (e) Ownership. All Client Content, and all intellectual property rights in and to Client Content, is solely and exclusively owned by Client. All Talent Content, and all intellectual property rights in and to Talent Content, is solely and exclusively owned by Talent.

Work Product

- (f) License / Ownership. With respect to Work Product produced by Talent for Client pursuant to a Job Agreement, immediately upon the receipt by Talent of payment of all Job Fees in full or otherwise at the time or occurrence of a milestone event that is specified in a Services Agreement:

- (i) Talent grants to Client a fully paid-up license to reproduce, copy, publish, perform in public, communicate to the public by telecommunication, disseminate, edit, translate, and otherwise use and commercialize (in whole or in part, as is or as may be edited) the Work Product for and subject to the purposes, intent, scope, limitations and restrictions (including, if applicable, category of use, market size and time period) specified in the Job Agreement and waives in favour of Client in respect of the Work Product so licensed, all moral rights (and all other rights of a like or similar nature) that Talent may have in such licensed Work Product;

provided, however, that in the event the Job Agreement does not specify any limitations, purposes or usage

restrictions in respect of the Work Product, then instead,

- (ii) Talent transfers, assigns and conveys to Client, all right, title and interest, including all intellectual property rights, in and to such Work Product; waives in favour of Client all moral rights (and all other rights of a like or similar nature) that Talent may have in such Work Product; and agrees to execute, without further consideration, any and all such further assignments and documents as Client may reasonably request to confirm and/or give full effect to the foregoing assignments and waivers.
- (g) No Use Until Payment. Client agrees that it shall have no rights in or to any Work Product and shall have no rights to use any Work Product, until payment of all applicable Job Fees have been made in the manner prescribed by this Agreement.
- (h) License to WriteImpactful. Talent grants to WriteImpactful (and any third party authorized by WriteImpactful) an irrevocable non-exclusive license to access, store, process and otherwise use the Work Product to the extent required to perform its obligations and the Services under this Agreement, including the right to deliver the Work Product to Client in accordance with the terms of this Agreement.
- (i) Exclusion. Client agrees that WriteImpactful has no responsibility or liability of any kind or nature whatsoever to Client in respect of any Work Product. Client acknowledges that Client is solely responsible to ensure and determine that the terms of the Job Agreement adequately provide for the terms, conditions, licenses and other rights necessary to accomplish Client objectives and requirements concerning Work Product. Client hereby waives any recourse to or against WriteImpactful and agrees to release and indemnify the WriteImpactful

Parties from and against any and all claims, demands, damages, losses, costs and expenses of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any Work Product. Client's sole and exclusive recourse and remedies in respect of any and all defects or claims related to any Work Product is against Talent.

- (j) Use of AI Generated Materials. With respect to Job Services that require the delivery of any Work Product in a file format (for example, writing services), Talent will not deliver any Artificial Work Products (as defined in Section 11(g) of this Agreement) to Client, or otherwise perform such Job Services using means other than Talent's unmodified natural style, including using synthetic or computer generated text or artificial intelligence software or algorithms, except to the extent expressly agreed to by Talent and Client in the applicable Job Agreement.

15. Warranties and Representations.

- (a) Mutual Representations and Warranties. Each User represents and warrants to WriteImpactful, and each of Client and Talent represents and warrants to the other, that:
- (i) User has the legal capacity and rights, power and authority, and all necessary consents and approvals, to execute, deliver and perform all of its obligations under this Agreement and without the payment of any fees, royalties or other amounts to any other person;
 - (ii) User is of the legal age of majority under applicable law to form binding contracts with other persons and entities;
 - (iii) none of the authorization, creation, execution or delivery of this Agreement nor compliance with or performance of the terms and conditions of this Agreement (including the licenses and assignments made herein) has resulted in or will result in a breach of, or constitute a default under, any agreement,

understanding, undertaking or instrument (including if it is a corporation its articles, by-laws or other constituting documents or any resolutions passed by its board of directors or shareholders) to which it is a party or by which it or its property is or may be bound;

- (iv) the use of User Generated Content (inclusive of, in the case of Talent, Work Product delivered by Talent), in accordance with the terms of this Agreement will not violate or infringe any third party rights nor give rise to any third party claims and is provided in compliance with all applicable laws, regulations, regulatory guidelines, policies and codes and industry guidelines, policies and codes;
 - (v) it has and it will comply with all applicable laws and regulations in the performance of this Agreement and its obligations hereunder;
 - (vi) User is not (A) located or resident in a country or territory subject to an embargo by the Canadian or U.S. government (including, but not limited to, Cuba, Iran, North Korea, Syria, or the Crimea Region), or (B) an individual or entity itself designated, or controlled or 50% or more owned individually or in the aggregate by individuals or entities who are designated, as blocked or prohibited parties by the Canadian or U.S. government including, but not limited to, designation on the Specially Designated Nationals and Blocked Persons List or Foreign Sanctions Evaders List, which are maintained by the Office of Foreign Assets Control of the U.S. Treasury Department (“OFAC”).
- (b) Talent Representations and Warranties. Talent represents and warrants to WriteImpactful and to Client that the Talent’s associated AI WriteWise Model(s), Artificial Talent Content and Artificial Work Product(s) are true and

faithful likenesses of the Talent's natural and unmoderated styles.

16. Disclaimer of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITE AND SERVICES AND SITE CONTENT IS PROVIDED "AS IS", "WITH ALL FAULTS", "AS AVAILABLE" AND AT THE USER'S SOLE RISK. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WRITEIMPACTFUL MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW ANY AND ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING ANY WARRANTIES OR CONDITIONS THAT THE SITE, SERVICES, SITE CONTENT OR WORK PRODUCT: (A) IS FIT FOR A PARTICULAR PURPOSE; (B) DOES NOT INFRINGE THIRD PARTY RIGHTS; (C) IS ACCURATE OR ERROR FREE OR WILL MEET THE NEEDS OR REQUIREMENTS OF USER; (D) WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR FREE OF MALICIOUS CODE OR VIRUS.

17. Termination.

- (a) **Cause** Writelmpactful may immediately terminate this Agreement or, without limiting its other rights and remedies, suspend User's access to the Services without notice upon the occurrence of any of the following events: (i) User fails to make any payments when due; (ii) User fails to comply with any provision of this Agreement (or if applicable any Services Agreement); (iii) User files an assignment in bankruptcy or is or becomes bankrupt and/or insolvent, upon the appointment of a receiver for all or substantially all of the property or assets of the User, upon the making of any assignment or attempted assignment for the benefit of creditors or on the institution by User of any act or proceeding for the winding up of its business; or (iv)

User itself becomes designated, or becomes controlled or 50% or more owned individually or in the aggregate by, individuals or entities who are designated, as blocked or prohibited parties on a prohibited party list. In the event that WriteImpactful terminates or suspends the User's access to the Services or this Agreement under this Section, User understands and agrees that User will not receive a refund of, or credit for, any fees paid.

- (b) Other Termination. WriteImpactful reserves the right to terminate this Agreement or suspend or terminate User's access to the Site and/or any Services upon five (5) days' notice to User for any reason whatsoever. In the event that WriteImpactful terminates or suspends the User's access to the Services or this Agreement under this Subsection (b), User will receive a pro-rata refund of any prepaid fees paid to WriteImpactful for which Services have not been provided.
- (c) Termination by Users. User may cease to use the Services at any time subject to the terms of this Agreement concerning the payment of fees.
- (d) Effects of Termination. In the event of a termination of the Agreement
 - (i) WriteImpactful shall cease performing the Services and User's access to the Site and licenses to Site Content shall terminate;
 - (ii) User will remain obligated to make any payments due hereunder which remain unpaid;
 - (iii) WriteImpactful will provide the User with 30 days to retrieve any material it has placed on the Site;
 - (iv) Upon instruction from the User, WriteImpactful will remove all User Generated Content and delete any User information or related details within ninety (90) days of the date of instruction from the User.

WriteImpactful will maintain any financial transaction information pertinent to the User and regarding the provision of Services on the Site, if any, in compliance with government taxation regulations.

18. Links. The Site may, as a convenience and without obligation or liability to User, provide links to third party sites. User acknowledges that WriteImpactful does not operate and has no responsibility for any content or services provided on any third party sites and that User accesses and uses any third party site and content and services in its discretion and at its sole risk and subject to any terms and conditions and policies made available on such third party sites, and not this Agreement. User irrevocably releases WriteImpactful and other WriteImpactful Parties from any and all claims and liability associated with User's access to or use of any third party site, content or services accessed through any such links.

19. Contractors. User acknowledges and agrees that WriteImpactful may operate the Site and provide portions of its Services and store content and data (including User Generated Content and Registration Information) using services, infrastructure and software provided by third parties ("Third Party Contractors"), which may be located in a jurisdiction outside of User's jurisdiction. User agrees to comply with any policies and terms of a Third Party Contractor that are applicable to User and of which WriteImpactful provides User with notice.

20. Limitations.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WRITEIMPACTFUL BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY OR FOR ANY OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR

PROFITS, LOSS OF, OR DAMAGE TO, REPUTATION, INDIRECTLY ARISING OUT OF OR RELATED TO THE SITE OR SERVICES, ANY CONTENT OR WORK PRODUCT, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO WRITEIMPACTFUL. IN NO EVENT SHALL WRITEIMPACTFUL' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY SERVICES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE FEES PAID BY THE USER FOR THE SERVICES DURING THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

- (b) User acknowledges that in entering into this Agreement and setting the fees WritelImpactful has relied on the limitations and exclusions of liability set forth in this Agreement as a fundamental and essential part of the parties' agreement. Accordingly, the limitations and exclusions set forth in this Agreement apply irrespective of the cause of action, demand or claim or theory of liability, including an action, in contract, negligence, tort, by statute or otherwise, and shall survive breaches and/or the failure of the essential purpose of this Agreement.
- (c) No action arising out of this Agreement may be brought by User more than one (1) year after the date on which the cause of action has accrued.

21. Indemnity.

- (a) By Users. User will defend, indemnify and hold harmless WritelImpactful and the WritelImpactful Parties from and against any and all claims, damages, liabilities, losses, costs and expenses (including legal fees, fines, fees and the cost of investigation and resolution), arising out of, relating to or in any connection with any claim, action, suit or proceeding by, or settlement with, any third party

(including another User) based on, or arising as a result of, User's breach of any warranty, representation, grant, license or waiver of rights or agreement made in this Agreement or applicable Services Agreement or any use of Work Product by Client.

(b) By Talent. Talent will defend, at its cost and expense, Client from any third party claim alleging that Client's use of the Work Product, in accordance with the terms of the Job Agreement, infringes the intellectual property rights of such third party and Talent will pay any resulting direct damages awarded against Client (or agreed to in a settlement agreement).

22. Security. (a) WriteImpactful has implemented security policies and practice that are designed to protect the security and integrity of the Site and Services and data, content and messages submitted to the Site and Services by Users. (b) User is solely responsible for implementing security safeguards to protect it when accessing and using the Site and the Services, including to take precautions against viruses, worms, trojan horses and other items of a disabling or destructive nature. User acknowledges that data transmission over the Internet or other communication systems utilized cannot be guaranteed to be completely secure and there is always some risk that an unauthorized third party could thwart security measures, including by intercepting transmissions. Voices does not guarantee the security of communications and data provided or transmitted through or stored within the Site or the Services.

23. General Terms.

(a) Amendment. WriteImpactful may amend this Agreement at any time. The most current version of this Agreement will always be posted on the Site and prior versions remain available for review as indicated above. If the terms of this Agreement are revised, Users will be required to agree to the updated Agreement the next time the User logs in to the Site. If User does not agree to the revised Agreement, User will not be permitted to continue

accessing the Site and using the Services. This Agreement may also be amended by a separate written document that is made in writing, dated and executed by the parties. This Agreement cannot otherwise be amended or modified.

- (b) Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the Province of Ontario, Canada, without regard to any conflict of law principles which would cause the application of any other law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The parties hereby submit to the exclusive jurisdiction of the courts of the Province of Ontario, Canada, and any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring such legal action or proceeding in the courts of the Province of Ontario, Canada.
- (c) Assignment/Binding Effect. This Agreement may not be assigned or transferred by a User without the prior written consent of WriteImpactful. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- (d) Confidential Information. Confidential Information is all information of either party that is not generally known to the public, whether of a technical, business or other nature (including trade secrets, know-how and information relating to technology, business plans, assets, liabilities, prospects, finances, product capabilities or lack thereof), that is disclosed by a party to the other or that is otherwise learned by the other in the course of its business dealings with the other, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought reasonably to be treated as proprietary and/or confidential.

Confidential Information shall not include (except for any personally identifiable information about an individual that relevant privacy legislation or policies do not allow to be disclosed): (a) any Confidential Information that is in the public domain at the time of its disclosure or which thereafter enters the public domain through no action of the receiving party, direct or indirect, intentional or unintentional; (b) any Confidential Information which the receiving party can demonstrate was in its possession or known to it prior to its receipt, directly or indirectly, from the other party; (c) any Confidential Information that is disclosed to the receiving party by another party not in violation of the rights of the other party or any other person or entity; and (d) any Confidential Information which is either compelled by law or by the order of a court of competent jurisdiction to be disclosed.

The parties will (a) not use Confidential Information for any purpose other than that contemplated by this Agreement; (b) not disclose Confidential Information to anyone without the prior written authorization of the disclosing party, during the term of this Agreement or at any time thereafter; (c) handle, preserve and protect Confidential Information with at least the same degree of care that it affords or would afford to its own Confidential Information, including taking all reasonable efforts to avoid disclosure of such Confidential Information to any third party, at any time; (d) disclose Confidential Information only to its employees or subcontractors who require such information in order to perform the party's obligations to the other, and are under similar confidentiality obligations.

The identity of Clients is typically not Confidential Information. If Clients desire their identity to be treated as Confidential Information, they must advise WriteImpactful in writing. Each Talent hereby agrees he, she or it will treat a Client's identity as Confidential Information when advised in writing by WriteImpactful.

(e) Relationship. This Agreement is not to be construed as creating any partnership, agency (except as expressly provided) relationship, employment relationship or any other form

of legal association or entity that would impose liability upon one party for the actions or failure of the other.

- (f) Entire Agreement. This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this Agreement (and any Services Agreement if applicable) is binding on either party.
- (g) Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of the Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of the Agreement shall be valid and enforceable to the extent granted by law.
- (h) Waiver. No delay or omission by a party to exercise any right or power it has under this Agreement or to object to the failure of any covenant of the other party to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the waiving party.
- (i) Survival. Termination of this Agreement will not affect any party's accrued rights or liabilities or affect the coming into force or the continuance in force of any provision which is expressly stated to survive and continue in force on or after termination or expiration of this Agreement (including such provisions as are necessary in order to give effect to any surviving provisions), and including the following provisions which shall survive: Sections 14, 15,

16, (d), 18, 20, 21 and 23(b) which shall survive indefinitely. All payment obligations that have accrued prior to the expiration or termination of this Agreement shall survive such expiration or termination.

- (j) English Language. It is the express wish of the parties that this Agreement be drafted in English. (The following is a French translation of the preceding sentence: Si le pays de service est le Canada, les parties conviennent que la présente autorisation et tous les termes et conditions applicables s'y rattachant soient rédigés en anglais.) Voices may at its discretion, make available translations of this Agreement, but the English version will prevail.
- (k) Force Majeure. WriteImpactful shall not be liable for any failures or delay in the performance of its obligations hereunder caused by an event beyond its reasonable control, including acts of God, User acts or omissions, third party product or service failures, Internet or telecommunications outages, acts of civil or military authorities, fire, strikes, power surges or outages, pandemics, epidemics, flood, earthquakes, riot, or war.
- (l) Interpretation. In this Agreement: (a) the division of this Agreement into Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement; (b) "including" means "including without limitation", and "includes" means "includes, without limitation"; (c) unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders; (d) if any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a business day, then such payment or action will be made or taken on the next business day; (e) any reference in this Agreement to any statute or any section thereof will, unless otherwise expressly stated, be deemed to be a reference to such statute or section as

amended, restated or re-enacted from time to time; (f) all WritelImpactful stated rights and remedies are not exclusive and are in addition to any other available rights and remedies.

(m) Notice. All required notices, or notices which may be provided in accordance with this Agreement, shall be in writing and shall be duly provided for if the notice is remitted to its addressee by prepaid courier, registered or certified mail, or e-mail, if to WritelImpactful to the address listed on the contact portion of WritelImpactful website, and if to the User to the address set out on its profile included in the Registration Information. Every notice delivered in the manner provided for herein shall be deemed to have been received: when delivered or if by e-mail the first business day after the date received unless the sender receives a notice of delivery failure in which case another permitted method of notice will be used.

Exhibit A

Defined Terms for Job Services and Job Agreements

1. **Writing Style**: Refers to the particular style, tone, or genre the writer can employ in creating written content, such as academic, creative, technical, or business writing.

2. **Client**: Refers to the person or entity seeking writing services through writelImpactful.

3. **Job Agreement**: The formal agreement between the Client and the Writer outlining the terms and conditions of the writing project.

4. **Writing Project:** A specific writing assignment or task that a Writer agrees to complete for a Client.

5. **Compensation:** The agreed-upon payment or fee for the completion of a writing project, as specified in the Job Agreement.

6. **Deadline:** The date by which the Writer is expected to complete the writing project, as stipulated in the Job Agreement.

7. **Milestone:** A specific point in the project's timeline where certain deliverables or goals are expected to be met, often associated with partial payments.

8. **Revisions:** The number of times the Writer is willing to make revisions to the written work as agreed upon in the Job Agreement.

9. **Plagiarism:** The act of using someone else's work or ideas without proper attribution or permission, which is typically prohibited in Job Agreements.

10. **Confidentiality:** The commitment to keep all project details and information shared during the project confidential, as outlined in the Job Agreement.

11. **Rights and Ownership:** The stipulations regarding who owns the rights to the written content produced, whether it's the Client, Writer,

or a shared ownership arrangement, as specified in the Job Agreement.

12. Termination: The process and conditions under which either party can terminate the Job Agreement before completion.

13. Scope of Work: A detailed description of the tasks, responsibilities, and expectations of the Writer for a specific project.

14. Payment Schedule: The agreed-upon plan for distributing payments, including any upfront deposits and final payments, as detailed in the Job Agreement.

15. Force Majeure: A clause outlining circumstances beyond the control of either party that may excuse delays or non-performance, such as natural disasters or unforeseen emergencies.

16. Independent Contractor: A declaration that the Writer is an independent contractor and not an employee of the Client.

17. Terms and Conditions: The general rules and guidelines governing the use of writeImpactful and the relationship between Clients and Writers.

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