

LIVEMAP LLC
UGC CREATOR AGREEMENT
LiveMap UGC · Whop Content Rewards Campaign

CAMPAIGN PARTICULARS

Campaign	LiveMap UGC
Commercial terms	As published in the Campaign in Whop and in the Creator Brief, each as amended from time to time. This includes the reward rate, minimum payout, per-Submission and per-Creator maximums, eligible platforms, audience requirements and content requirements.
Campaign term	Evergreen. The Campaign continues until LiveMap closes or pauses it in Whop, or the funded budget is exhausted.
LiveMap contact	jalizarov@livemap.co

This UGC Creator Agreement (the "**Agreement**" or these "**Terms**") governs participation by the undersigned creator ("**Creator**") in the Whop Content Rewards campaign identified above (the "**Campaign**"), operated by **LiveMap LLC**, a Georgia limited liability company ("**LiveMap**"). Creator accepts these Terms by joining the Campaign in Whop or by submitting content to it.

This Agreement is the only agreement between the parties in respect of Creator's participation in the Campaign and supersedes any prior agreement, draft or understanding on that subject.

1. DEFINITIONS

- 1.1** "**Campaign Requirements**" means the commercial, creative and technical requirements of the Campaign as published by LiveMap in Whop, in the Creator Brief or by written notice to Creator, in each case as amended from time to time. They include the reward rate and payment caps, eligible platforms, audience requirements, video length, format and disclosure specifications, and required on-screen treatment of the LiveMap application.
- 1.2** "**Content**" means all video and related material created, submitted or made available by Creator in connection with the Campaign, including captions, raw footage, drafts and material that is not approved or not compensated.
- 1.3** "**Submission**" means Content published through Creator's account on an eligible platform and submitted to the Campaign in Whop.
- 1.4** "**Whop**" means the operator of the Whop platform at whop.com, and "**Whop Terms**" means the Whop Content Rewards Terms of Service and any related Whop terms governing the Campaign.

2. NATURE OF THE CAMPAIGN; CHANGING TERMS

- 2.1** The Campaign operates on the Whop Content Rewards platform. The commercial terms of Creator's participation, including the reward rate, minimum payout, maximum payouts, eligible platforms and campaign budget, are those published in the Campaign in Whop at the relevant time. They are not fixed by these Terms.
- 2.2** **The Campaign Requirements are fluid.** LiveMap may add to, reduce or otherwise amend the Campaign Requirements at any time and in its discretion, including the reward rate and payment

caps. Creator acknowledges that the requirements for videos and the amounts payable may change during the Campaign.

- 2.3 An amendment takes effect when LiveMap publishes it in Whop or in the Creator Brief, or gives Creator written notice of it. It applies to Content submitted after that time. An amendment does not reduce amounts already earned on Submissions approved before it takes effect.
- 2.4 Creator's continued participation in the Campaign after an amendment constitutes acceptance of it. Creator may stop participating at any time under Section 10.6.
- 2.5 Creator is responsible for reviewing the Campaign Requirements in Whop and in the Creator Brief before each Submission.

3. COMPENSATION

- 3.1 Compensation is payable **solely through the Whop Content Rewards campaign**, at the reward rate and subject to the caps and thresholds published in the Campaign at the relevant time. LiveMap funds the Campaign budget in Whop and has no separate payment obligation to Creator, except under Section 7.3.
- 3.2 Creator agrees to the Whop Terms for the Campaign. The Whop Terms govern view tracking and verification, submission approval, Whop's fee, payout scheduling and payout caps.
- 3.3 Reward rates published in Whop are gross. Creator receives the stated rate less Whop's fee.
- 3.4 The Campaign is evergreen and has no fixed end date. Rewards are payable only from the funded Campaign budget, and views accruing after the budget is exhausted, or after LiveMap pauses or closes the Campaign in Whop, are not compensable.
- 3.5 Views arising from paid promotion of a Submission, whether boosted by Creator or promoted by LiveMap, are excluded.
- 3.6 Creator is responsible for all taxes on amounts received. Creator shall provide IRS Form W-9 (US persons) or Form W-8BEN (non-US individuals) upon request. Amounts disbursed through Whop may be reported by the applicable payment settlement entity rather than by LiveMap.

3A. OTHER ENGAGEMENTS

- 3A.1 LiveMap and Creator may agree in writing to additional engagements outside the Whop Campaign, including a flat fee for specified deliverables or a performance bonus tied to installs, referrals or community growth. Any such engagement is governed by this Agreement, and the commercial terms of that engagement are those set out in the written agreement of the parties.
- 3A.2 Sections 4, 5, 8, 9 and 10 apply to all Content created under any such engagement in the same manner as they apply to Submissions.

4. ELIGIBILITY AND COMPLIANCE

- 4.1 Creator represents and warrants, on each Submission, that Creator is at least 18 years of age, owns or controls each account used for Submissions, each such account is public and in good standing with its platform, and Creator has used the LiveMap application prior to publishing Content concerning it.
- 4.2 Creator shall meet the Campaign Requirements in force at the time of each Submission, including any audience, creative, technical and disclosure requirements.

4.3 The following obligations apply to every Submission regardless of the Campaign Requirements in force and are not subject to amendment under Section 2:

- (a) **Disclosure.** Creator shall disclose the paid relationship with LiveMap clearly and conspicuously in the Content itself and in the caption, and shall enable the applicable platform's paid-partnership or commercial content disclosure control, as required by the FTC's Endorsement Guides, 16 C.F.R. Part 255, and platform policy. Creator shall not alter a published Submission so as to remove or obscure the disclosure.
- (b) **Accuracy.** Statements concerning the application shall reflect Creator's honest opinion and actual experience, and shall not exceed the claims LiveMap has approved.
- (c) **Vehicle operation.** Creator shall comply with all applicable traffic, vehicle and hands-free laws. No person shall hold, touch, operate or record with a phone or camera while driving. Footage from a moving vehicle shall be captured only by a passenger, by a mounted camera or dashcam not operated by the driver while the vehicle is in motion, or on a closed course with the venue's permission. Content shall not depict or appear to depict speeding, racing, stunts, street takeovers or street racing, whether actual or staged.
- (d) **Third-party rights and privacy.** Creator shall obtain a signed release from each individual featured and from the owner of each featured vehicle Creator does not own, shall obscure other users' identifying information and precise real-time locations shown in the application, and shall obscure the license plate of any vehicle Creator does not own.
- (e) **Engagement integrity.** Creator shall not use or benefit from bots, purchased views, followers or engagement, engagement pods, view-exchange arrangements, click or device farms, or incentivized views, and shall not install the application or create accounts to inflate Campaign results.
- (f) **Synthetic media.** Creator shall not use artificial intelligence to generate or alter the likeness or voice of any real person, and shall label AI-generated or AI-altered Content as the applicable platform requires.
- (g) **Law and platform policy.** Creator shall comply with all applicable laws, the policies of each platform used, and the Whop Terms.

5. APPROVAL OF SUBMISSIONS

- 5.1 Sole discretion.** LiveMap may approve or reject any Submission in its sole and absolute discretion. LiveMap is not obliged to approve a Submission that meets the Campaign Requirements, and its determination is final.
- 5.2** LiveMap may state a reason for a rejection, including through a rejection reason recorded in Whop, but is not required to do so.
- 5.3** Where LiveMap does not act within Whop's review window and Whop's automated review is satisfied, a Submission may be approved automatically by the Whop platform. LiveMap may nonetheless reject or require removal of, and recover amounts paid in respect of, any Submission that breaches Section 4.3, that was obtained or promoted in breach of Section 4.3(e), or that exposes LiveMap to legal, regulatory or reputational risk.
- 5.4** LiveMap may, at its discretion, permit Creator to correct and resubmit a rejected Submission.
- 5.5** No Submission is compensable unless and until it is approved. Creator bears the cost of producing Content that is not approved.

6. RECONSIDERATION AND RECOVERY

- 6.1 Creator may request reconsideration of a rejection, a view count or a payment amount by written notice within seven (7) days of notification, stating the grounds and enclosing the Submission link and any supporting evidence.
- 6.2 LiveMap will consider the request in good faith and respond. LiveMap's determination is final and binding.
- 6.3 Prior to recovering amounts already paid, LiveMap shall give written notice identifying the Submission, the provision breached and the amount. Recovery is limited to amounts attributable to the affected Content and, save in cases of fraud, shall be claimed within twelve (12) months of payment. LiveMap may set off recoverable amounts against sums otherwise payable to Creator.

7. PUBLICATION AND REMOVAL

- 7.1 Creator shall maintain each Submission public and unaltered for the minimum display period stated in the Campaign Requirements, save for corrections requested by LiveMap.
- 7.2 LiveMap may require removal or amendment of a Submission for legal, safety, compliance or reputational reasons. Creator shall comply within twenty-four (24) hours, or within two (2) hours where LiveMap identifies the request as urgent. Where removal is not attributable to Creator's breach, Creator retains all amounts accrued to the date of removal.
- 7.3 Removal of a Submission, or suspension of an account, by a platform otherwise than by reason of Creator's breach does not constitute a breach of these Terms.

8. LICENCE TO CONTENT

- 8.1 Creator retains ownership of the Content, subject to the licence granted in this Section.
- 8.2 **Grant.** Creator grants LiveMap a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable licence to use, reproduce, host, store, display, perform, distribute, transmit, publish, promote, edit, adapt, excerpt, translate, combine with other material and create derivative works from the Content, and to use Creator's name, handle, likeness and voice as they appear in the Content, in all media now known or later developed, for any purpose connected with LiveMap's business, including organic distribution, paid advertising, app-store and platform listings, partner and press materials, investor materials and internal use.
- 8.3 **Scope.** This licence applies to **all Content submitted to or created for the Campaign, whether or not it is approved, rejected, published or compensated.** It is not limited to Content for which LiveMap has paid, and it survives termination of Creator's participation, the closure of the Campaign and the expiry of these Terms.
- 8.4 **No obligation.** LiveMap is under no obligation to use any Content, to attribute it, or to compensate Creator for its use beyond amounts payable under Section 3.
- 8.5 **Editing.** LiveMap may edit, crop, resize, caption, overlay, translate and excerpt the Content. LiveMap shall not attribute to Creator a statement Creator did not make, and shall not create a digital replica of Creator's likeness or voice without Creator's separate written consent.
- 8.6 **Moral rights.** To the extent permitted by law, Creator waives, and agrees not to assert against LiveMap or its sublicensees, any moral rights or rights of attribution or integrity in the Content.
- 8.7 **Warranty of rights.** Creator warrants that it holds all rights necessary to grant this licence, including in the music, footage, images, locations and persons appearing in the Content, and that the licensed use will not infringe the rights of any third party. Creator shall use only music licensed for

branded and commercial use. Where LiveMap uses Content on a platform other than that for which it was produced, LiveMap is responsible for clearing platform-restricted music for such use.

- 8.8 Whop.** Content submitted through Whop is additionally subject to the licence contained in the Whop Terms. Nothing in the Whop Terms limits the licence granted in this Section.
- 8.9 LiveMap materials.** LiveMap grants Creator a limited, non-exclusive, revocable licence to use LiveMap's name, logo and application interface in Content produced for the Campaign. Creator may display Submissions in Creator's portfolio and on Creator's own channels.

9. NON-COMPETE AND EXCLUSIVITY

- 9.1** During Creator's participation in the Campaign, and for thirty (30) days after Creator's final Submission, Creator shall not:
- (a) create, publish or promote sponsored, paid, affiliate or gifted content for a Competing App;
 - (b) enter into an ambassador, affiliate, sponsorship or similar arrangement with a Competing App; or
 - (c) permit Content created for the Campaign, or any part of it, to be used to promote a Competing App.
- 9.2** "**Competing App**" means an application, website or service whose primary purpose is (a) social networking for automotive enthusiasts, (b) coordination of group drives or convoys, or (c) discovery, listing or ticketing of car meets, cruises or car shows. It includes any successor or rebranded version of such a service.
- 9.3** This Section does not restrict Creator's personal use of any application; engagements with general navigation applications, general social platforms, vehicle manufacturers, dealers, parts or accessory brands or insurers; attendance at or filming of events listed on a Competing App; or non-sponsored content referencing a Competing App.
- 9.4** Creator acknowledges that this restriction is limited in subject matter and duration, is confined to paid or sponsored promotion, and is reasonable and necessary to protect LiveMap's investment in the Campaign and its Confidential Information. It applies throughout the United States, where Creator's audience and LiveMap's market are located.
- 9.5** Where Creator primarily resides and works in a jurisdiction in which a restriction of this nature is unenforceable, including California, Massachusetts, Minnesota, North Dakota, Oklahoma and Washington, this Section applies only to the extent permitted by the law of that jurisdiction, and any dispute concerning it shall be governed by, and determined in, that jurisdiction where its law so requires.
- 9.6** If a court finds any part of this Section unenforceable, it may modify it to the minimum extent necessary and enforce it as modified, as permitted by O.C.G.A. §§ 13-8-53(d) and 13-8-54.

10. GENERAL

- 10.1 Independent contractor.** Creator is an independent contractor. Nothing in these Terms creates an employment, partnership, joint venture or agency relationship, and Creator is not entitled to employee benefits.
- 10.2 Confidentiality.** Creator shall not disclose unreleased features, product plans, Campaign economics or the terms of other creators, and shall not depict or reference an unreleased feature until LiveMap confirms its release.

- 10.3 Warranties.** Creator warrants that analytics furnished are accurate and unaltered and that the Content is original or duly licensed.
- 10.4 Indemnity.** Creator shall indemnify LiveMap and its sublicensees against third-party claims, and resulting losses and reasonable attorneys' fees, arising from Creator's breach of Sections 4, 8.7 or 9, or from Creator's operation of a vehicle or conduct in producing Content. LiveMap shall indemnify Creator against third-party claims arising from materials supplied by LiveMap or from claims approved by LiveMap in writing and accurately repeated.
- 10.5 Limitation of liability.** Neither party is liable for indirect, incidental, special, consequential or punitive damages or lost profits. Save for amounts payable to Creator, each party's aggregate liability is limited to the amounts paid to Creator under the Campaign in the twelve (12) months preceding the claim. This Section does not limit liability for indemnification, breach of Section 4.3(c), fraud or willful misconduct.
- 10.6 Withdrawal.** Either party may withdraw from the Campaign at any time on written notice. Creator retains amounts accrued to the date of withdrawal, other than amounts not payable under these Terms. Sections 4.3(d), 6, 7, 8, 9, 10.2, 10.4, 10.5 and 10.7 to 10.10 survive.
- 10.7 Governing law and venue.** These Terms are governed by the laws of the State of Georgia, without regard to conflict-of-laws principles, save as Section 9.5 requires. The parties shall attempt in good faith to resolve any dispute for thirty (30) days following written notice before commencing proceedings. Proceedings shall be brought in the state or federal courts located in Fulton County, Georgia, and each party consents to their jurisdiction; either party may bring an eligible claim in the small claims or magistrate court of the defendant's domicile.
- 10.8 Order of precedence.** In respect of Campaign mechanics on Whop, including approval timing, view counting, fees and payout timing, the Whop Terms govern. In all other respects as between the parties, these Terms govern, provided that Sections 3.5, 4.3, 5 and 6 continue to apply. The Campaign Requirements govern the commercial, creative and technical detail of participation and may change under Section 2.
- 10.9 Notices.** Notices shall be in writing and sent by email to LiveMap at the address stated in the Campaign Particulars and to Creator at the email address registered to Creator's Whop account, or to such other address as a party notifies. A notice is effective on transmission, absent a delivery-failure message. Campaign communications, including amendments to the Campaign Requirements, submission decisions and review determinations, may also be given through Whop.
- 10.10 Miscellaneous.** These Terms, together with the Campaign Particulars, the Campaign Requirements and the Creator Brief, constitute the entire agreement in respect of the Campaign. Except for amendments to the Campaign Requirements made under Section 2, amendments require writing signed by both parties; electronic signatures suffice. Creator may not assign these Terms without LiveMap's written consent; LiveMap may assign them to an affiliate or successor. If any provision is held unenforceable, it shall be enforced to the maximum extent permitted and the remainder shall continue in effect. No failure or delay in enforcement operates as a waiver.

11. CREATOR ACKNOWLEDGEMENT

Creator acknowledges and agrees that:

- (a) the Campaign is subject to requirements published in Whop and in the Creator Brief, those requirements may change at any time under Section 2, and it is Creator's responsibility to check them before each Submission;

- (b) Creator may not create, publish or promote sponsored content for a competing platform during the period set out in Section 9;
- (c) LiveMap may use, edit, distribute and monetise all Content submitted to or created for the Campaign, whether or not approved or compensated, on the terms of Section 8;
- (d) approval and rejection of Submissions are at LiveMap's sole discretion under Section 5, and unapproved Content is not compensable; and
- (e) Creator has read, understood and accepts these Terms, the Whop Terms and the Campaign Requirements.

12. EXECUTION

These Terms are accepted by joining the Campaign in Whop and submitting Content to it. Where LiveMap requires execution, the parties have executed these Terms as of the Effective Date below.

LIVEMAP LLC	CREATOR
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Handle(s): _____
Date: _____	Date: _____

Effective Date: _____