

MASTER SUBSCRIPTION AGREEMENT

This Master Services Agreement (the “Agreement”) governs Customer’s subscription and/or use of the BONZO service (“Service”) identified on the form used to place your order for the Service (the “Order Form”). Customer may also be referred to as “You” or “Your”, as more fully described on the Order Form. “We”, “Us”, “Our”, or “Bonzo” means Bonzo Group, LLC.

1. Acceptance of Terms.

1.1 This Agreement governs Your subscription and use of the Service, regardless of the term of Your subscription, or if You order the Service on a month-to-month basis. If You are entering into this Agreement on behalf of a business organization or legal entity (and not as an individual), You agree to register an individual account for each of the authorized employees, agents, and third party contractors (“Sub-Account”) and pay any applicable fees to obtain authorized access to the Service. This Agreement shall govern the use of the Service by You and any such authorized employees, agents, and third-party contractors on your behalf, and You shall remain liable for their acts or omissions.

1.2 You are solely responsible for all activity under any account or Sub-Account You create for the Service. You agree (individually, and on behalf of any Sub-Account) not to share any username, password, or account information with any third parties. You agree to keep your password confidential. You are solely responsible for any damages incurred from the unauthorized use of your account, any Sub-Account, or the Service. You agree to notify Us immediately, in writing, in the event You become aware of any unauthorized use of Your password, account, or Sub-Account. We may rely on the provision of your username and password as identifying and authenticating You as the authorized user.

2. Modifications to the Service.

2.1 We reserve the right to modify the Service at any time, with or without notice. We may add, remove, or change functionality or features of the Service, with or without notice.

3. Fees and Payment.

3.1 You agree to pay the monthly or annual fee set forth on the Order Form, including any and all usage fees. If You are registering to use the Service on behalf of a business organization or legal entity (and not as an individual), You agree to pay the monthly or annual fee and all usage fees for each Sub-Account You establish with Us.

3.2 We will bill the credit card that You provide Us based on Your current total number of Sub-Accounts. For any Service with an annual term, we will charge You for the full annual term upon Your submission of an Order Form and any and all usage fees, unless otherwise agreed to by Us. If We agree to charge you monthly for an annual term, You authorize Us to automatically

charge Your credit card for each month of the annual term, including any and all usage fees. If We are unable to charge the credit card that You provide Us and You stop making payments on an annual term or usage fees, or if We terminate for Your material breach of this Agreement We may also charge You a \$1,000 early termination fee. We may also submit Your account to a collection agency, and You will be responsible for payment of all associated costs in relation to Our collection efforts. For any Service with a monthly term, we will charge You one month in advance, starting with the date that You provide Us Your billing information. We will automatically charge Your credit card on a recurring monthly basis, until this Agreement is terminated or expires. All fees are nonrefundable unless otherwise provided by this Agreement.

3.3 You agree to pay all fees in US dollars by credit card or by other approved methods of payment We may offer on the Services. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

3.4 If you fail to make payment when due, in addition to other remedies that may be available, We may suspend your access to the Service. Late charges may also accrue at the rate of 1.5% of the outstanding balance per month, or the maximum permitted by law, whichever is lower.

3.5 Fees do not include local, state, federal, or foreign taxes, fees, duties, or other governmental charges (collectively, "Taxes"). You agree to pay all applicable Taxes associated with your subscription hereunder. If We have a legal obligation to pay or collect Taxes for which You are responsible, We will add such amounts to the amount You owe Us and You agree to pay such Taxes unless you provide Us with a valid tax exemption certificate from the applicable taxing authority.

3.6 Fees additionally do not include any applicable credit card processing fees (Collectively, "Processing Fees"). You agree to pay all applicable processing fees incurred when collecting subscription and invoices incurred by You.

3.7 You agree that, if You wish to cancel, You must access the cancellation setting within Your Bonzo account. A notice of cancellation, unless confirmed by Us, does not constitute cancellation; We will not refund additional charges incurred by You after requesting cancellation unless said request was completed via the cancellation setting within Your Bonzo account, and the charges were in error.

3.8 You agree, if enrolled in Bonzo's tokens communication system and a negative tokens balance is posted on Your account, that We may charge You an amount necessary to purchase sufficient tokens to zero-out your tokens balance.

3.9 You agree to a minimum 3-month commitment when selecting "Member success setup" at checkout, and acknowledge that refunds will not be issued, nor will charges be stopped, if seeking to cancel prior to the end of said 3-month term.

4. Proprietary and Intellectual Property Rights.

4.1 Subject to the limited rights expressly granted hereunder, Bonzo reserve all rights, title and interest in and to the Service, including all related intellectual property and proprietary rights. No rights are granted to You hereunder other than those as expressly set forth herein.

4.2 You have the right to access and use the Service subject to the terms of the Order Form and this Agreement.

4.3 You are responsible for protecting Your own intellectual property rights. You may only post or transmit content through the Service if you own or have permission to use that content or materials. You agree that you will not post or transmit content through the Services that violates or infringes upon Our or any third party's intellectual property or proprietary rights (including but not limited to copyrights, trademarks, trade secrets, patents, publicity rights or privacy rights).

4.4 You grant us a worldwide, irrevocable, perpetual, non-exclusive, royalty-free license to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your content and materials.

5. Content You Post or Transmit through the Service.

5.1 The views, opinions, recommendations, advice, and theories posted or transmitted by You through the Service are not subscribed to or advocated by Bonzo. Such content is not previewed or regularly monitored by Bonzo, but We reserve the right, but not the duty, to monitor content posted or transmitted by You through the Service. We may remove, disable, or restrict access to the Service and any content from the Service that we believe, in our sole discretion, violate these Terms or for any other reason. Under no circumstances may We be held liable for removing, disabling or restricting access to the Service or any contact. We may also terminate this Agreement and Your subscription to use the Service, in our sole discretion, based on the content of your posts or transmit through the Service.

5.2 We may use content you post or transmit through the Service with or without attributing that content to You, and for any purpose. We may make the content available to others. Additionally, if You send us information, feedback, ideas, or suggestions, it will not be considered confidential and may be freely be used by Us without any obligation to You

5.3 You agree that You are solely liable for damages caused by content you post or transmit through the Service, including to third parties and for infringement or otherwise. You agree to indemnify, defend and hold Us harmless from any liability, claims, actions, judgments, damages, costs or expenses, including reasonable attorneys' fees arising out of any content you post or transmit through the Service. This also includes messages flagged by carriers as, e.g., phishing, smishing, and social engineering; illegal content, and all other violations, including but not limited to SHAFT (sex, hate, alcohol, firearms, and tobacco). In such cases, You agree that Bonzo will additionally assess a penalty of no less than \$500 to be paid by You.

6. Your Use of the Service.

6.1. You may not post or transmit through the Service any data, text, music, sound, photographs, graphics, video, messages, or other material that: (1) violates any laws; (2) infringes on anyone's privacy or publicity rights; (3) is defamatory, harassing, abusive, threatening, obscene, hateful, sexist, or racially or ethnically offensive; (4) promotes software or services that deliver unsolicited mail; or (5) promotes, encourages, or facilitates terrorism or other activities that risk national security.

6.2. You may not upload, post, email, or otherwise transmit any material on or through the Service that: (1) contains viruses, Trojan horses, worms, cancel bots, time bombs, spyware, or similar computer programming routines; (2) is knowingly untrue, inaccurate, or misleading; (3) obtains information from or through the Service in an unauthorized manner; or (4) damages or interferes with the operations of the Service or with other users of this Service.

6.3. You further agree that You will not: (1) misuse passwords or posted information; (2) use another user's account without their permission; (3) impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted on or through the Service; (4) infiltrate or otherwise seek to gain unauthorized access to, or compromise the integrity of, the Service; (5) harvest, collect, or store information about the users of this Service or the other material posted by others on this Service (including personal information); (6) use content for any purpose inconsistent with the purpose of the Service; (7) use hidden pages, images, or restricted access pages; (8) use the Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spam, or any duplicative or unsolicited messages; (9) use any automated procedure to gather information or data from the Service by means of what is commonly called a "bot" or otherwise; (10) interfere with or disrupt the Service, servers, or networks connected to the Service; (11) breach or attempt to breach the security of software, networks, servers, data, computers, or other hardware relating to the Service (or that of any third party that is hosting or interfacing with any part of the Service); (12) create any frames at any other websites pertaining to or using any of the information provided through the Service, or promote bonus items, giveaways, random drawings, contests, or prizes on the Service; or (13) duplicate, copy, or otherwise exploit the Service or its content for commercial purposes.

6.4. By creating a user account, posting or transmitting Content through the Service, or otherwise providing Us with Your contact information (email address, postal address or phone number), You agree that We or Our agents may contact You using that information in a manner consistent with our Privacy Policy. Specifically, You consent to receive electronic communications from Us related to Your use of the Service. Notices may be posted on Our website or sent via email. Notices directly specifically to You are deemed delivered and effective when sent to the email address You provide. You agree that agreements, notices,

disclosures and other communications that are provided to You electronically satisfy any legal requirement that such communications be in writing.

6.5. You agree that Bonzo may create a website on your behalf that is, to Bonzo's best knowledge, acceptable for 10DLC registration. This website, or one identically acceptable, is required for all Members. This website will expire 90 days from the date of first payment receipt; if you'd like to keep this website permanently, please contact Agency Next at koby@agencynext.com. If you'd like to opt-out of this service, please email compliance@getbonzo.com.

6.6. You acknowledge Bonzo's Data Ownership Policy, where data in a company-paid account is owned by the company, and data in a user-paid account may or may not be owned by a company to which the user is employed. Any request made by a company paid or user-paid user to migrate, export, share, transfer, or otherwise alter the current data structure must first be approved by company management, where the approval must be clearly and conspicuously provided in writing prior to any alterations of the current data structure, except where the user is the company owner. In such a situation, the ownership must be clearly and conspicuously stated prior to altering the current data structure.

7. Intellectual Property.

7.1. Using the Service does not give You ownership of any intellectual property rights to the content You access. You may not use, publish, or disseminate content from the Service unless You obtain permission from Us or its owner, or unless You are otherwise permitted by law. Unauthorized use, publication or dissemination of any content, other than a link to this Service, without Our express written consent, may result in civil or criminal penalties, and will be prosecuted to the fullest extent possible under the law. It may also result in termination of Your right to use and/or access the Service.

7.2. We grant You a personal, limited, non-exclusive, non-transferable, freely revocable license to view, download, or print content available on the Service. The content You view, download, or print may be subject to other licenses and You agree to abide by those licenses. We may limit Your ability to view, download, or print content at Our sole discretion.

7.3. Unless otherwise stated, nothing within this Agreement or the Service shall be construed as conferring any license under this Agreement of any of Our intellectual property rights, or those of a third party, whether by estoppel, implication, waiver, or otherwise. You agree not to modify, alter, remove, or deface any of the trademarks, service marks, or other intellectual property made available by Us in connection with the Service. You agree not to use any of the trademarks, service marks, or other content accessible through the Service for any purpose other than the purpose for which this content is made available to You. You agree not to defame or disparage Us, Our trademarks or service marks, or any aspect of the Service. Unless otherwise stated, You agree not to adapt, translate, modify, decompile, disassemble, copy, create derivative works of, or reverse engineer the Service or any

software or programs used in connection with the Service.

8. Social Networks and other Third-Party Sites.

8.1. The Service may include features that operate in conjunction with certain third-party websites, including social networking websites. If You decide to access any third-party links, You do so at your own risk. Your access and use of third-party websites and the services provided through those websites is subject to separate terms of use or other agreements posted on those sites. You are responsible for reviewing and complying with those terms of use or other agreements. We have no control over the content posted on those sites and make no representations about their availability, content, or security. Links are not intended to imply sponsorship, affiliation, responsibility, or endorsement. We provide no warranty as to the accuracy, availability, completeness, or legality of any information found on these sites. We provide no warranty that these sites are virus free and will not otherwise harm Your device, computer, network, or system. We are not liable for these sites' actions or their failure to act. We are not liable for damages or losses that You incur as a result of accessing third-party links.

8.2. If You believe that We have provided a link to a site that contains infringing or illegal content, We ask that You notify Us so that We may evaluate whether, in Our sole discretion, to disable or delete it.

9. Term and Termination.

9.1 This Agreement commences on the date You place Your order and continues until Your subscription expires or is terminated. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term, unless either Party gives the other notice of non-renewal at least 60 days before the end of the relevant subscription term. We may, at our sole discretion, and without notice, change the fees for the Service at the end of any relevant subscription term, or, if You are using the Service on a month to month basis, We may change the fees at any time without notice at the end of any month. All such fee changes will be effective upon renewal and thereafter, or if You are using the Service on a month to month basis, upon the next month after the fee change is made.

9.2 Any unauthorized use of the Service or breach of this Agreement by You will be deemed a material breach of this Agreement, for which We may terminate this Agreement immediately and without notice.

9.3 We may terminate this Agreement at any time by giving sixty (60) days written notice to You.

9.4 You remain responsible for all fees owed to Bonzo up until the effective date of termination. You shall be entitled to a prorated refund, if any, of that portion of Your prepayment for the Service which covers any time beyond the termination date.

10. Warranties and Disclaimer of Liability.

10.1 YOU AGREE THAT ALL ACCESS AND USE OF THE SERVICE AND ITS CONTENT IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." WE MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICE OR THE INFORMATION, SOFTWARE, FUNCTIONS, PROCESSES OR OTHER CONTENT HEREIN.

10.2 WE DISCLAIM ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, INTEGRATION, APPROPRIATENESS, RELIABILITY, COMPLETENESS, TIMELINESS, MERCHANTABILITY OR USEFULNESS, ARISING FROM TRADE USAGE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR OTHERWISE, OF THE SERVICE.

10.3 WE DISCLAIM ANY WARRANTY THAT THE SERVICE WILL BE SECURE, UNINTERRUPTED, NOT DELAYED OR SUSPENDED, NON-INFRINGEMENT, UNCHANGED OR ERROR FREE OR THAT WE WILL CORRECT ANY DEFECTS THAT ARE FOUND.

10.4 BY USING THE SERVICE, YOU ACKNOWLEDGE THAT, EXCEPT WHERE PROHIBITED, WE SPECIFICALLY DISCLAIM ANY LIABILITY (WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, COMMON LAW, STATUTORY, REGULATORY, CONSEQUENTIAL, COMPENSATORY, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THE SERVICE, (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR GOODWILL, LOST BUSINESS OPPORTUNITY, DAMAGE TO BUSINESS REPUTATION, COMPUTER FAILURE, ANY FAILURE OF DELIVERY, THE COST OF PROCURING SUBSTITUTE GOODS AND/OR SERVICES, INCOMPLETE COMMUNICATION, INTERRUPTION OF SERVICE, LOST OR DAMAGED DATA, VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT, OR THE VIOLATION OF YOUR RIGHTS BY ANY THIRD PARTY.

10.5 WE MAKES NO REPRESENTATIONS THAT THE MATERIALS OR CONTENT CONTAINED WITHIN THE SERVICE ARE APPROPRIATE FOR LOCATIONS OR USERS OUTSIDE THE UNITED STATES.

10.6 THE TERMS OF USE DO NOT AFFECT THOSE STATUTORY RIGHTS THAT YOU ARE ENTITLED TO AS A CONSUMER AND THAT YOU CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE.

10.7 YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH PERTINENT STATE, FEDERAL, OR LOCAL LAWS, RULES, AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE TELEPHONE COMMUNICATIONS PROTECTION ACT (47 USC § 227) AND FEDERAL AND STATE DO NOT CALL LAWS. WE ARE NOT OBLIGATED TO INFORM USERS OF ANY LAWS.

10.8 SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

11. Indemnification.

11.1 You agree to defend, indemnify, and hold us harmless from and against any claims, actions, or demands, including, without limitation, legal and accounting fees, arising or resulting from:

- 11.1.1 Your breach of this Agreement;
- 11.1.2 Your access to, use or misuse of the Service, or any content, materials, information or services provided for on or by the Service;
- 11.1.3 Your negligence, actions, or omissions;
- 11.1.4 Your violation or alleged violation of any law, regulation, or ordinance; or
- 11.1.5 Your violation or alleged violation of the rights of any third party.

11.2. We shall provide notice to You of any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Agreement. In such case, You agree to cooperate with any reasonable requests assisting Us in the defense of such matter. Your obligations as stated herein survive the Term of this Agreement and your use of the Service.

12. Other Terms.

12.1. Choice of Law and Venue. This Agreement is governed by the substantive laws of the State of Ohio without respect to any conflict of laws provisions. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts in Franklin County, Ohio.

12.2. Severability. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

12.3. No Waiver. Failure by Us to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against Us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance.

12.4. Entire Agreement. Except as expressly agreed to in writing by Us, this Agreement and the Order Form constitutes the entire agreement between the Parties with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the Parties with respect to the subject matter.

12.5. Headings. The section headings are provided merely for convenience and shall not be given any legal import.

12.6. Assignability. You may not assign or transfer any rights under this Agreement (or your subscription), whether by operation of law or otherwise, to anyone without Our written consent. We may assign Our rights and obligations under this Agreement to Our affiliates or to any party that buys all or substantially all of Our business or assets without Your consent.

12.7. Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights to any person who is not a Party. However, companies affiliated with Bonzo shall be considered third-party beneficiaries of this Agreement.

12.8. Survival of Terms. Provisions of this Agreement relating to limitation of liability, indemnification, venue, choice of law, and any other provisions that by their nature should survive, will survive the termination or expiration of this Agreement.

12.9. Public Information. Except as otherwise stated in Our Privacy Policy, any information submitted or provided by You to the Service might be publicly accessible. Important and private information should be protected by You. We are not liable for protection of privacy of electronic mail or other information transferred through the Internet, the Service, or any network that You may use.

12.10. Phone Numbers. As part of the Service you purchase, Bonzo may issue You phone numbers. You shall own any phone numbers provided to You by Bonzo, and You shall be responsible for any and all use of such phone numbers, including but not limited to ensuring that Your use of such phone numbers complies with applicable laws, including but not limited to any Do Not Call lists or registries, or call recording laws. To be clear, Bonzo disclaims any and all liability for phone numbers issued to You as part of the Service.

This Agreement and any Order Forms may be executed by PDF or other electronic means and in one or more counterparts, which taken together shall form one legal instrument.