

IMMIGE Terms of Service

Effective as of June 9, 2018

Welcome to IMMIGE!

IMMIGE is a cloud-based content management platform. Our products and services make it easier for people to share ideas, collaborate and help get work done. Since our products and services are cloud based, you can access them through the web and through any number of device types (e.g., desktop, laptop, tablets, and smartphone devices) that you choose.

This document, the IMMIGE Terms of Service (“Terms”), outlines the terms regarding your use of our products. These Terms are a legally binding contract between you and IMMIGE so please read carefully. If you do not agree with these Terms, do not register or use any of the Services.

By using, accessing or browsing the IMMIGE service, platform and products including applications, mobile, software, websites or other properties owned or operated by IMMIGE or by registering for a IMMIGE account (“Services”) you are agreeing to be bound by these Terms for the Services provided by IMMIGE (“IMMIGE” or “we”). You are entering into this contract with IMMIGE (UK) Ltd., a company registered in England and Wales (company number 10730362).

If you are using the Services on behalf of an organisation, you are agreeing to these Terms for that organisation and promising to IMMIGE that you have the authority to bind that organisation to these Terms (in which event, "you" and "your" will refer to that organisation) unless that organisation has a separate paid contract in effect with us, in which event the terms of that contract will govern your use of the Services.

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DEFINITIONS

"**Account**" means the account associated with your email address.

"**Agency**" means a collaboration between Suppliers in order to offer combined products or services.

"**API**" means the publicly available IMMIGE.com Application Programming Interface as well as the related documentation.

"**Bid**" means an offer by a Supplier of a Service corresponding to a Post that was published on the Platform by a Client and in respect of which any qualifying Supplier can submit one or more Bids via the Platform.

"**Client**" means a User that purchases a Service or Product from a Supplier or identifies a Supplier through the Platform. A User may be both a Client and a Supplier under this agreement.

"**Feedback**" means comments, suggestions and recommendations made to IMMIGE about a Product or Service (e.g., modifications, enhancements, improvements).

"**Inactive Account**" means a User Account that has not been logged into for a 6-month period, or other period determined by us.

"**Intellectual Property Rights**" means any and all intellectual property rights, existing worldwide and the subject matter of such rights, including: (a) patents, copyright, rights in circuit layouts (or similar rights), registered designs, registered and unregistered trademarks, original works and creations, and any right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred under (a) in this paragraph, whether or not such rights are registered or capable of being registered and whether existing under any laws, at common law or in equity.

"**Package**" means the digital document defining the scope of a Product or a Service offered by a Supplier, including but not limited to items such as a photography or videography shoot, album design, or editing service.

"**Platform**" means the IMMIGE Services, all services provided by us to you.

"**Post**" means the digital document defining the scope of a Product or a Service, sought and published on the Platform by a Client, including but not limited to items such as the photographic or videographic coverage of an event, or a design brief.

"**Project**" means a Post published by a Client on the Platform and which was awarded by that Client to a Supplier or to a Collaboration of Suppliers; and also means a Package bought by a Client from a Supplier or a Collaboration of Suppliers. A Project is the binding agreement between a Client and a Supplier or a Collaboration of Suppliers on the Platform for products or services specified therein.

"**IMMIGE**", "**we**", "**our**", "**company**" or "**the company**" or "**us**" means IMMIGE Limited (CRN 10730362).

"**IMMIGE Services**", or "**Services**", means all services provided by us to you.

"IMMIGE Verified" Users have been satisfactorily verified under the Know Your Customer and Identity Verification Policy.

"Service" means an action to complete a task provided by a Supplier, such as a photographic shoot or editing job.

"Services" means the IMMIGE Platform and its functionality.

"Supplier" means a User that offers and provides Service or Product on the Platform, or identifies as a Supplier through the Platform. A User may be both a Client and a Supplier under this agreement.

"Supplier Product" means any product provided by a Supplier.

"Supplier Service" means any service provided by a Supplier.

"Team" means a collaboration between Suppliers in order to offer combined products or services.

"User", "you" or "your" means any individual who visits the Website or uses the Platform or Services, including via the API.

"Virtual Studio" means a collaboration between Suppliers in order to offer combined products or services.

"Website" means the Website operated by IMMIGE and available at: IMMIGE.com and any of its regional or other domains or properties, and any related IMMIGE service, tool or application, specifically including mobile web, any iOS App and any Android App, or API or other access mechanism.

1. **PRIVACY**

In order to operate and provide the Services, we collect certain information about you. We use and protect that information as described in our Privacy Policy (LINK TO PRIVACY POLICY). You acknowledge your use of the Services is subject to our Privacy Policy and understand that it identifies how IMMIGE collects, stores, and uses certain information.

2. **CHANGES TO THESE TERMS**

We reserve the right to modify these Terms. We will post the most current version of these Terms at www.IMMIGE.com (the "Site"). If we make material changes to these Terms, we will notify you via the Services and/or by email to the address associated with your account. If you do not accept the changes, you must stop using and cancel your account by emailing support@IMMIGE.com, or through your Account management page on the Site. Your continued use of our Services after we publish or send a notice about our changes to these Terms means that you are consenting to the updated terms.

3. **YOUR ACCOUNT**

Certain aspects of the Services may require you to obtain an account by completing a registration form and designating a user ID and password. When registering with IMMIGE you must: (a) provide true, current and complete information about yourself on the registration form and (b) maintain such information so it continues to be true, current and complete.

You are entirely responsible for all materials and information that you upload, post or otherwise transmit via the Services (please also see our Acceptable Use Policy in Section 10). Only you may use your IMMIGE account and you are responsible for your account. If you become aware of any unauthorized use of the Services or your account, or have any questions about your account please contact IMMIGE Support by emailing support@IMMIGE.com.

You confirm that you are not economically barred/limited under sanctions rules of any country worldwide. If your circumstances change to be included in such lists, please cease using IMMIGE and its Services immediately.

We are unable to support users from North Korea, Iran, Syria, Cuba, Sudan (Republic of Sudan or North Sudan), South Sudan (Republic of South Sudan) and Region of Crimea.

4. **BETA SERVICES**

From time to time, we may invite you to try Beta services at no charge. You may accept or decline any such trial in your sole discretion. Beta services will be clearly designated as such, for example as beta, pilot, limited release, preview, evaluation release or similar description. Beta services are for evaluation purposes only and they may be unsupported, they are not to be considered as Services and are not guaranteed of ultimate release as Services, or if released, may be subject to additional terms. Any Beta services trialed may be withdrawn by us at any time. All Beta services should be treated on an "as is – where is" basis.

5. **CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION**

By registering with IMMIGE or signing up for Services, you understand that we may send you (including via email) information regarding the Services, such as: (a) notices about your use of the Services, including notices of violations of use; (b) updates to the Services and new features or products; and (c) promotional information and materials regarding

IMMIGE's products and services. Please review your settings in your account to control the messages you receive from us or unsubscribe by following the instructions in the message.

Notices emailed to you will be considered given and received when the email is sent. If you don't consent to receive notices (other than promotional materials) electronically, you must stop using the Services.

6. IDENTITY VERIFICATION / KNOW YOUR CUSTOMER

You authorise us, directly or through third parties, to make any inquiries we consider necessary to validate your identity. You must, at our request: (a) provide further information to us, which may include your date of birth and or other information that will allow us to reasonably identify you; (b) take steps to confirm ownership of your email address or bank account; or (c) verify your information against third party databases or through other sources.

You must also, at our request, provide a colour scanned image or digital photo of acceptable government-issued photo identification, such as:

- Passport
- Driver's License
- National ID card

Which must be currently valid (not expired), and must include your photo, your signature, name and date of birth, and must not be cropped, adjusted, or altered in any way. The name and the ID number on the photo identification document must match the name and the number entered in your account application.

We reserve the right to close, suspend, or limit access to your Account, the Website and/or our Services in the event we are unable to obtain or verify to our satisfaction the information that we request under this section. We reserve the right to update your particulars on the Website in order to match any KYC documentation that has been provided. Disbursements such as wire transfers from the website may only be made to the beneficiary matching your provided KYC documents and account information.

If you are not verified you may not be able to withdraw funds from your account, and we may place an account limitation or suspend your account as a security measure.

Falsifying your identity is a crime of false representation and we may report users that provide false documentation.

7. CONTENT

We call all the electronic documents that you upload and store on your account "Content". All Content uploaded by you into your account is yours! We don't control, verify, or endorse the Content that you or others publish or post on the Services. You are responsible for: (a) all Content you place in your IMMIGE account(s) or share through the Services and (b) making sure that you have all the rights you need to the Content. In addition, by storing, using or transmitting Content you cannot and will not violate any law or these Terms (please also see the Acceptable Use Policy in Section 10).

You agree to provide IMMIGE (as well as agents or service providers acting on IMMIGE's behalf to provide the Services) the right to transmit, process, use and disclose Content and other information which we may obtain as part of your use of the Services but only: (i) as necessary for us to provide the Services, (ii) as otherwise permitted by these Terms, (iii) as otherwise required by law, regulation or order, or (iv) to respond to an emergency.

8. **CONTENT STORAGE**

The Services are provided from the United Kingdom. By using and accessing the Services, you understand and agree to the storage of Content and any other personal information in the United Kingdom. However, you understand that you (or other people that you collaborate with) can access the Services (including Content) from outside of the United Kingdom (subject to applicable law) and that nothing prohibits the processing of other information outside of the United Kingdom, and that IMMIGE may offer products that enable storage and/or processing of Content outside of the United Kingdom.

9. **COPYRIGHT COMPLAINTS AND REMOVAL POLICY**

IMMIGE respects the intellectual property of others and will respond to notices of alleged copyright infringement that comply with the law. We reserve the right to delete or disable Content alleged to violate copyright laws or these Terms and reserve the right to terminate the account(s) of violators.

If you believe there has been a violation of your intellectual property rights, please complete our [copyright complaint form](#).

Or contact our designated copyright agent by email at support@immige.com

10. **PROMOTION**

We may display your company or business name, logo, images or other media as part of the Services and/or other marketing materials relating to the Website, except where you have explicitly requested that we do not do this and we have agreed to such a request in writing.

You acknowledge that we may use the public description of your Packages or Projects and the content of your profile information on the Website for marketing and other related purposes.

11. **ACCEPTABLE USE POLICY**

You agree you will not, nor will you encourage others or assist others to, harm the Services or use the Services to harm others. For example, you must not use the Services to harm, threaten, or harass another person, organisation or IMMIGE and/or to build a similar service or website.

You must not, and you will not use the Services to, and you will not permit use of the Services to:

(a) use or affect the Services in any manner that could damage, disable, overburden or impair the Services or the IMMIGE platform (including, but not limited to, flooding the Services with an excessive amount of data or content);

(b) resell or redistribute the Services or any part of it, co-brand any Services or use any IMMIGE trademarks, logos, or other IMMIGE marks to promote and market the Services without IMMIGE's prior written consent;

(c) impersonate, or misrepresent an affiliation with, any person or entity;

(d) use any unauthorized means to modify, reroute, or gain access to the Services or attempt to carry out these activities, to perform hidden activities without prior written consent (such as downloading components or other software);

(e) use any automated process or service (including, but not limited to, through spiders, robots or bots, crawlers, data mining tools, scrapers, periodic caching of information stored by IMMIGE, or other automated means, or services employing any such means) to

access or use the Services, or to mine or analyze any Content transmitted to, retrieved from or stored in the IMMIGE platform or the Services;

(f) circumvent any security measures or content filtering devices;

(g) use the Services beyond the features allocation and amounts provided in that Service or in violation of the Terms;

(h) use the Services if you are not able to form legally binding contracts (for example if you are under 18), or are temporarily or indefinitely suspended from using the Services;

(i) disrupt, interfere with, or inhibit any other User from using our Services (such as stalking, intimidating, or harassing others, inciting others to commit violence, or harming minors in any way);

(j) permit use in connection with any purposes or intended application which involves risks or dangers that could lead to death, serious bodily injury, severe physical or property damage, or use for purposes that otherwise require significant safety precautions (e.g., uses of the Services in connection with operation of emergency services, air traffic control, mass transport systems, or nuclear facilities);

(k) use the Services to violate any law of distribute malware or malicious Content, or alter a IMMIGE User's system without explicit permission from that User; or

(l) distribute, post, or share information or Content that you don't have the right to, that is false, inaccurate, misleading, defamatory, libelous, or illegal.

As part of our efforts to protect the Service, protect our customers, or to stop you from breaching these Terms we retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Services.

We also reserve the right to deactivate, change and/or require you to change your IMMIGE Supplier ID and any custom or vanity URLs, custom links, or vanity domains you may obtain through the Services.

12. SUSPENSION AND TERMINATION OF THE SERVICE

We reserve the right to suspend or terminate your access to the Service at any time at our sole discretion. You understand that if your account is suspended or terminated, you may no longer have access to the Content that is stored with the Services.

Upon termination you may request access to your Content, which we will make available, except in cases where we have terminated your account due to your violation of these Terms or the Acceptable Use Policy terms in Section 10. You must make such request within 30 days following termination otherwise, any Content you have stored with the Services may not be retrievable and we will have no obligation to maintain Content stored in your account after this 30-day period.

13. UPDATES TO THE SERVICE

We can make necessary deployments of changes, updates or enhancements to the Services at any time. We may also add or remove functionalities or features, or we may suspend or stop the Services altogether.

14. THIRD PARTY SERVICES

IMMIGE may make available to you, optional third-party applications, services or products, for use in connection with the Services ("Third-Party Products"). These Third-Party Products are not necessary for the use of the Services and your use (and any exchange of any information, license, payments etc., are between you and the third-party provider) is solely between you and the applicable third-party provider. IMMIGE makes no warranties of any kind and assumes no liability of any kind for your use of such Third-Party Products.

If you have any questions or concerns regarding the Third-Party Products, then please contact the applicable third-party provider.

15. IMMIGE PROPRIETARY RIGHTS

All contents of the Website and Services including but not limited to logo, design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement and IMMIGE Confidential Information belong to IMMIGE, and/or its suppliers, affiliates, or licensors.

IMMIGE or its licensors own and reserve all right, title and interest in and to the Services and all hardware, software and other items used to provide the Services, other than the rights we expressly grant to you to use the Services and IMMIGE Confidential Information. No title to or ownership of any proprietary rights related to the Services or IMMIGE Confidential Information is transferred to you pursuant to these Terms.

If you provide comments, suggestions and recommendations to IMMIGE about a Service (e.g., modifications, enhancements, improvements) (collectively, "Feedback"), you are automatically assigning this Feedback to IMMIGE.

16. CONFIDENTIAL INFORMATION

During your use of the Services, IMMIGE may share with you, information that is confidential, sensitive or should be kept secret. For example, if we tell you about our product roadmaps, product designs and architecture, technology and technical information, provide you with security audit reviews, business and marketing plans, or share with you our business processes, these should always be considered confidential to IMMIGE.

Similarly, we agree that your Content, credit card/banking information and information contained in your account is confidential to you.

Also, if either of us provide any documents to the other that are labeled "confidential" (or something similar), or provide information (either in writing or verbal) that is of a type that a reasonable person should understand to be confidential such information is to be treated as confidential information.

However, if you tell us information that: (a) we already know at the time you tell us; (b) was told to us by a third party who had the right to tell us; (c) is generally available to the public; or (d) was independently developed by us without using any of your confidential information, then that information will not be considered confidential. The same goes for information that we tell you that falls into any of these categories.

Lastly, we both agree that: (i) we will treat each other's information with the same degree of care that we treat our own confidential information; (ii) will use each other's confidential information only in connection with these Terms and the Services; (iii) only share the information with others who have a need to know and who have agreed in writing to treat it as confidential (as we've outlined in this section); and (iv) not share the information with any third party except as allowed in these Terms or through the Services. Of course, confidential information will always remain the property of its owner.

17. NO WARRANTY OR CONDITIONS

You expressly understand and agree that your use of the Services and Website is at your sole risk. To the extent not prohibited by law, IMMIGE and its affiliates (and associated service providers) (a) provide the Services "as is", "with all faults" and "as available", (b) make no representations or warranties or conditions whether express or implied (e.g., warranty of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement), and (c) do not guarantee that the Services will be uninterrupted,

error-free or free of harmful components, that the content will be secure or not otherwise lost or damaged.

IMMIGE and its subsidiaries, affiliates, officers, employees and agents make no warranty that (a) the Services will meet your requirements, (b) the Services will be uninterrupted, timely, secure or error-free, (c) the results that may be obtained from the use of the Services will be accurate or reliable, (d) the quality of any products, services, information or other material purchased or obtained by you through the Services will meet your expectations, (e) any errors in the Services will be corrected; or (f) that any or all of the functionality of the Services will be compatible with any software or hardware used by you to access the Services.

Any material downloaded or otherwise obtained through the use of the Services is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

Furthermore, IMMIGE disclaims any warranty as to the potential profitability of the use of the Services, or the potential for success of any advertising or marketing campaign incorporating any of the materials generated through the use of the Services.

No advice or information, whether oral or written, obtained by you from IMMIGE or through or from the Services shall create any warranty not expressly stated in these Terms.

If you are dissatisfied with any portion of the service or with these Terms, your sole and exclusive remedy is to discontinue use of the Services.

18. INDEMNIFICATION AND LIMITATION OF LIABILITY

18.1 Under no circumstances shall IMMIGE or its subsidiaries, affiliates, officers, employees and agents be liable to any User on account of that User's use or misuse of or reliance on the Services arising from any claim relating to the use of the Services pursuant to these Terms of Service or any other agreement between IMMIGE and you. Such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages, whether such claim is based on warranty, contract, tort (including negligence), or otherwise (even if IMMIGE or its subsidiaries, affiliates, officers, employees and agents have been advised of the possibility of such damages).

18.2 Such limitation of liability shall apply whether the damages arise from use or misuse of and reliance on the Services, from inability to use the Services, or from the interruption, suspension, or termination of the Services (including any such damages incurred by third parties). This limitation shall also apply with respect to damages incurred by reason of other services or goods received through or advertised as part of or in connection with the Services, Website, Platform or received through any links provided in the Services, Website or Platform, as well as by reason of any information received through or advertised on the Services, Website or Platform or received through any links provided in the Services, Website or Platform.

18.3 These limitations of liability shall also apply, without limitation, to the costs of procurement of substitute goods or services, lost profits, or lost data. Such limitations shall further apply with respect to the performance or non-performance of the Services or any information or services or merchandise that appears on, or is linked or related in any way to, the Services, Website or Platform. Such limitations shall apply notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

18.4 You agree to indemnify and hold IMMIGE Limited, its partners, affiliates, and suppliers and each of their respective representatives harmless from any and all liabilities, penalties, claims, causes of action and judgments brought by third parties (including costs, expenses and related reasonable legal fees) resulting from your use or misuse of the Product, the Services, the Platform or the Website, or a breach of any of the Terms of Service whether based in contract, tort (including strict liability), or other doctrine of law and regardless of the form of action.

18.5 You agree to be bound by the terms of any contractual agreement you enter into with a Client or with a Supplier and you agree to indemnify and hold harmless the other party or parties in the agreement from any and all liabilities, penalties, claims, causes of action and judgments brought directly by the other party or parties (including costs, expenses and related reasonable legal fees) resulting from your use or misuse of the Product, the Services, the Platform or the Website, a breach of any of the terms of the contractual agreement, or a breach of any of the Terms of Service whether based in contract, tort (including strict liability), or other doctrine of law and regardless of the form of action.

18.6 If you are a Supplier and you are a party in a contractual agreement together with another Supplier or other Suppliers to provide Products or Services to a Client or Clients, you agree to indemnify and hold harmless each other Supplier and Client from any and all liabilities, penalties, claims, causes of action and judgments brought by any other party or parties (including costs, expenses and related reasonable legal fees) resulting from your inability to fully comply with the terms of the contractual agreement through any act, omission or breach of the terms of the agreement. However, and only if all other parties agree, you may offer a remedy if you expect that you will not be able to fully comply with the terms of the contractual agreement. Each other party must then explicitly accept your remedy, upon which you may be released from the contractual agreement or the agreement will be amended. Your release from the contractual agreement or amendment thereof does not constitute a waiver of indemnity.

18.7 You expressly acknowledge and agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

18.8 Some countries, states or other jurisdictions place limits on the exclusion or limitation of liability, so the above limitations and exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

18.9 Force Majeure: Without limiting the foregoing, under no circumstances shall IMMIGE or its subsidiaries, affiliates, officers, employees or agents be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of god, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

18.10 To the extent that IMMIGE or any of its subsidiaries, affiliates, officers, employees or agents is found liable for a claim of any kind arising as a result of, or related to, the Services provided hereunder (or the failure to provide such Services), whether in contract, in tort (including negligence or strict liability), pursuant to any warranty not specifically

disclaimed hereby (or the disclaimer of which is not permitted), or otherwise, damages shall be limited to

monetary damages, and the aggregate amount thereof for all claims shall in no event exceed the greater of: (a) an amount equal to the payments received from you by IMMIGE for the most recent six (6) month period prior to such determination; or (b) one hundred British Pounds (£100 G.B.P.).

19. CLASS ACTION WAIVER

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND IMMIGE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and IMMIGE agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

20. GOVERNING LAW

You must comply with all domestic and international export laws and regulations that apply to your use of the Services, such as software. These laws include restrictions on destinations, end users, and end use.

You agree that the Terms, and your relationship with IMMIGE, shall be governed by the laws of the England and Wales without regard to its conflict of laws rules. We both agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply. We both agree that all claims can only be litigated in London, England and we each agree to personal jurisdiction of the courts located within London, England. However, you agree that IMMIGE can apply for injunctive remedies in any jurisdiction.

21. CURRENCIES

The Platform may display rates and prices in the currency of the User of the Service, in addition to the actual amount in British Pounds, the originating currency. These rates and prices are based on a conversion from the originating currency using indicative market exchange rates. You understand and agree that these rates are only indicative and the amount specified in the origin currency is the actual amount.

As a convenience service, you may withdraw funds from the Platform in another currency. If you wish to do so, you will be quoted an exchange rate which will be available for the time specified, which you may choose to accept. We may charge a fee for effecting the currency conversion transactions. This fee will be embedded within the rate provided to you and the currency exchange will be settled immediately.

We reserve the right to reject any request for a conversion of currency at any time.

You are responsible for all risks associated with converting and maintaining funds in various available currencies, including but not limited to the risk that the value of these funds will fluctuate as exchange rates change, which could result in decreases in the value of your funds in aggregate. You must not use (or attempt to use) the Platform to engage in speculative trading, which could result in substantial losses. IMMIGE is not a financial services provider and IMMIGE does not hold funds for Clients or Suppliers.

All information included on the Platform in respect of currency conversion is general information only. Use of currency conversion is at your own risk. Currency conversions are final and irreversible.

Funds held by IMMIGE's Payment Services Provider are not insured nor covered by any Financial Services Compensation Scheme or any other government agency.

22. TRIALS

You can sign-up for a trial for some of the Services and your trial period starts on the day you create the trial account and lasts for at least the number of days stipulated in the offer. If you are on a trial, you may cancel at any time until the last day of your trial. If you do not wish to incur charges, you must cancel the account at least ten business days prior to the expiration date of your trial.

If you do not cancel your account and we have told you the account will be converted to a paid subscription at the end of the trial period, then you authorize us to charge your credit card for that specific Service. You may, however, cancel your subscription before the next billing cycle in accordance with these Terms, but no credits or refunds will be available.

23. FEES

IMMIGE offers both free and paid Services. If you choose to subscribe to a paid Service, you agree to pay the fees ("Fees") as quoted to you when you purchase that Service. We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase. You are responsible for all charges related to using the purchased Service (for example, data charges and currency exchange settlements). You will pay the Fees in the currency as quoted at the time of purchase. IMMIGE reserves the right to change the eligible currencies at any time.

IMMIGE reserves the right to change its prices at any time, however, if we have offered a specific duration and Fee for your use of the Service, we agree that the Fee will remain in force for that duration. After the offer period ends, your use of the Service will be charged at the then-current Fee(s). If you don't agree to these changes, you must stop using the Service and cancel via email to support@IMMIGE.com (cancellation will take effect after you have received a confirmation email from a IMMIGE representative). If you cancel, your Service ends at the end of your current Service period or payment period, and no refunds for previously paid services will be issued.

If you do not cancel in accordance with these Terms, the subscription for the Service will automatically renew at the then-current price and for the same subscription period. We will charge the credit card on file with us on the first day of the renewal of the subscription period.

24. BILLING AND PAYMENT

If you select a paid Service, you must provide us with current, complete, accurate and authorized payment method information (e.g., credit card information). You authorize us to charge your provided payment method for the Services you have selected and for any paid feature(s) that you choose. We may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) if you have elected a subscription service, on a recurring basis. To the extent IMMIGE has not received your payment, in order to bring your account up to date, we may bill you simultaneously for both past due and current amounts. If you do not cancel your account, we may automatically renew your Service(s) and charge you for any renewal term. You understand that failure to pay any charges or fees may result in the suspension or cancellation of your Services.

We may offer you a time limited trial and/or limited functionality where no payment is necessary. In all other cases where payment is required, payment will be made via a third-party billing system or payment service provider. You agree to abide by the terms and conditions of the third-party billing system or payment service provider. When payments

are made, you represent and warrant that you are the authorized user of the credit card or other payment method.

You agree not to issue a chargeback via your bank in relation to any fees charged by us. If you do so you accept that you will be liable for our costs in dealing with the chargeback and recovering any fees properly due to us under these Terms.

25. SUBSCRIPTION PERIOD

You may elect one of the following billing options (please note that there might be only one of these options available depending on the Service purchased):

A monthly subscription plan (“monthly billing”). The subscription period for the monthly subscription plan will be for 1 month and will automatically renew unless you cancel your monthly subscription plan at least ten business days prior to the renewal date. You will be billed on or about the same day each monthly period until such time that you cancel the subscription plan.

A quarterly subscription plan (“quarterly billing”). The subscription period for the quarterly subscription plan will be for 3 months and will automatically renew unless you cancel your quarterly subscription plan at least ten business days prior to the renewal date. You will be billed on or about the same day each quarterly period until such time that you cancel the subscription plan.

An annual subscription plan (“annual billing”). The subscription period for the annual subscription plan will be for one year and will automatically renew each year on the anniversary unless you cancel at least ten business days prior to your renewal date. You will be billed annually on or about the same day each year until such time that you cancel the subscription plan. Note that under the annual subscription plan you will not be permitted to cancel or downgrade the IMMIGE Service you have selected until the anniversary date. Be aware that you are committing to a one-year plan; if you are not certain, we recommend choosing the monthly subscription plan.

If you select the monthly subscription plan, you can switch to the quarterly or the annual subscription plan at any time. If you select the quarterly subscription plan, you can switch to the annual subscription plan at any time. If you select the annual subscription plan, you may not change to the quarterly or the Monthly subscription plan until the end of the one-year term of your annual subscription plan. If you select the quarterly subscription plan, you may not change to the monthly subscription plan until the end of the one-quarter term of your quarterly subscription plan.

26. SUBSCRIPTION SPECIFIC TERMS

If you are purchasing an IMMIGE subscription plan, the following additional terms apply to you:

You: (a) are required to have a IMMIGE account, (b) will only receive the features and functionality that are included in the specific subscription plan that you have purchased, (c) are responsible for setting your configurations of the IMMIGE Service, and (d) are responsible for managing any of your devices and/or any systems that you use to access the IMMIGE Service.

27. GENERAL TERMS

27.1 Severability; Entire Agreement. These Terms apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of these Terms as written, you and we will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms will remain in effect. This

is the entire contract between you and us regarding the Service. It supersedes any prior contract or oral or written statements regarding your use of the Services.

27.2 Assignment and transfer. We may assign, transfer, or otherwise dispose our rights and obligations under this contract, in whole or in part, at any time without notice. You may not assign this agreement or transfer any rights to use the Service, unless we allow you to do so in writing.

27.3 Independent Contractors; No third-party beneficiaries. IMMIGE and you are not legal partners or agents; instead, our relationship is that of independent contractors. This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

27.4 Waiver. The failure of either of us to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

27.5 U.S. Government Terms. If a User is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), that User acknowledges that elements of the IMMIGE Service constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government User as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

28. USING THE IMMIGE PLATFORM

On the IMMIGE Platform, Suppliers can offer Packages, which are fixed price Services or Products. And Users can create Projects, which are Services for which an offer is invited from Suppliers through a bidding process.

29. CREATING POSTS

A User can instigate and publish a Post on the Platform, by becoming a registered Client and inviting bids from Suppliers.

Any Supplier submitting a bid on a Post through the Platform will be making an effective offer at the moment of this submission, irrespective of whether the offer reaches the Client. If the Suppliers bid (effective offer) is accepted by the Client, both enter into a binding agreement based on the terms stipulated or agreed on in the Supplier's bid. Once a binding agreement is reached, a Post becomes a Project and can be managed by both parties through the Platform.

A bid (offer) may be revoked if the revocation reaches the Client before they have dispatched an acceptance of the bid.

A Supplier can also be a Client, by publishing a Post on the Platform, and inviting bids from other Suppliers.

Two or more Suppliers can also form a Collaboration of Suppliers and bid on a Post as a Team, Studio or Agency.

30. CREATING PACKAGES

A User can create and offer Packages on the Platform, by becoming a registered Supplier and inviting purchases of their Package(s) from Users or Clients.

Two or more Suppliers can also form a Collaboration of Suppliers and create and offer Packages as a Team, Studio or Agency.

By completing and submitting an electronic form, a Supplier or Collaboration of Suppliers publishes a Package on the Platform and will be making an effective offer ("Offer") to sell

products or services which, if accepted by a User or Client, will result in a binding agreement.

A reply to an Offer which purports to be an acceptance but contains additions, limitations or other modifications is a rejection of the Offer and constitutes a counter-offer.

However, a reply to an Offer which purports to be an acceptance but contains additional or different terms which do not materially alter the terms of the Offer constitutes an acceptance, unless the offeror, without undue delay, objects to the discrepancy. If the offeror does not so object, the terms of the contract are the terms of the Offer with the modifications contained in the acceptance.

Additional or different terms relating, among other things, to the price, payment, quality and quantity of the goods, place and time of delivery, extent of one party's liability to the other or the settlement of disputes are considered to alter the terms of the Offer materially. Once a binding agreement is reached, a Package becomes a Project and can be managed by both parties through the Platform.

31. SPECIFICATION OF THE CONTRACTUAL AGREEMENT BETWEEN SUPPLIER(S) AND CLIENT(S)

We advise the greatest possible detail to be defined between all parties to an agreement, you may define individual deliverables and set times for their completion, and you may specify deliverables as widely or as narrowly as both parties find acceptable.

We stress the fact that you will be entering into a binding agreement for which you may be held legally and financially accountable.

32. COLLABORATIONS OF SUPPLIERS: TEAMS, STUDIOS AND AGENCIES

32.1 Teams

A Team is a collaboration of Suppliers who share responsibility for contacting clients, putting together Packages, establishing prices for their shared products or services, and completing the Projects that the Team Collaboration participates in.

The Suppliers that form the Team select one Supplier as the Team member to represent them for contact with clients and negotiations.

Any Supplier can start a Team, apply to join a Team, or be invited to join by existing Team members, but restrictions may apply based on the individual Supplier's subscription plan.

A Team member can leave a Team if that Team is not involved in an active Project.

Each Team member is held to his obligation to complete any Project that the Team has committed to.

32.2 Virtual Studios

A Virtual Studio is initiated by one Supplier who assumes the lead and responsibility for contacting clients, putting together Packages, establishing prices for theirs and the other collaborating Suppliers' products or services, and completing the Projects that the Virtual Studio Collaboration participates in, but restrictions may apply based on the individual Supplier's subscription plan.

The Suppliers that form the Virtual Studio understand that they are represented by the lead Supplier for contact with clients and negotiations in each of the product and services that the Virtual Studio offers and that they may become legally bound by the terms of each negotiation on behalf of the Virtual Studio that leads to a binding agreement.

Any Supplier can apply to join a Virtual Studio or be invited to join by existing Team members, but restrictions may apply based on the individual Supplier's subscription plan.

A Team member can leave a Virtual Studio if that Virtual Studio is not involved in an active Project.

Each Virtual Studio member is held to his obligation to complete any Project that the Virtual Studio has committed to.

32.3 Agencies

An Agency is initiated by one Supplier who does not provide a Product or Service but does assume the lead and responsibility for contacting clients, putting together Packages, and establishing prices for products or services provided by other Suppliers, and is responsible for completing the Projects that the Agency participates in, but restrictions may apply based on the individual Supplier's subscription plan.

33. PURCHASE CONDITIONS

When making a bid on a Post or purchasing a Package you expressly agree to comply with these Terms of Service and that: (a) you are responsible for reading the full item listing before making a bid on a Post or commitment to purchase a Package; (b) you enter into a legally binding contract to purchase a Product or Service when you commit to purchase a Package, or if you have the winning bid (or your bid is otherwise accepted) on a Post.

34. PROJECT WORKFLOW AND DELIVERY

Once a binding agreement is reached, milestones are established between the Client and the Supplier. These milestones indicate the deliverables of each party, these can be payments, or provision of material or information from the Client, and these can be services, designs, drafts, appointments or shoots from the Supplier, for example. The Project timeline ("Timeline") and its milestones can be managed on the Platform.

35. SHIPPING PHYSICAL DELIVERABLES

Some of the Products or Services on the IMMIGE Platform are delivered physically (prints, albums, digital storage media, etc.). Suppliers may decide to add shipping charges for physical deliveries. Suppliers can add shipping charges for local shipping (within the same country) and for international shipping (anywhere else).

- Projects that include shipping costs must have physical deliverables sent to Clients.
- Shipping costs added to a project only pertain to the costs Suppliers require to ship physical items to Clients.
- Clients who enter into projects that require physical delivery, will be asked to provide a shipping address.
- Suppliers are responsible for all shipping arrangements once the Client provides the shipping address.
- IMMIGE does not handle or guarantee shipping, tracking, quality, and condition of items or their delivery and shall not be responsible or liable for any damages or other problems resulting from shipping.
- A tracking number is a great way to avoid disputes related to shipping. We require entering the tracking number if available in the Manage Page when delivering your work.

36. PAYMENTS

You are required to have a payment method on file when offering Products or Services on the Platform. If your payment method fails or your account is overdue, we may collect fees owed by charging other payment methods on file and retaining collection agencies or legal counsel.

37. RIGHTS OF USE AFTER DELIVERY OF THE COMPLETED PROJECT

Once payment has been made, the Supplier grants all rights for the delivered work to the Client, unless otherwise is mutually agreed upon in the specifications of the Package, Post or Project.

38. DISPUTE RESOLUTION

Disputes may arise as a result of your use of the Service and we encourage Users to resolve Project issues and disputes between themselves. However, if you are unable to reach an agreement with the other party or parties, you may present to us in writing any dispute between you and another party to an agreement you entered into as a result of your use of the Service or the Platform.

We ask you to direct your dispute mediation request to support@immige.com and provide us with the following details:

- The Project to dispute and the User or Users.
- Description of the dispute, your reasons in as much detail as possible.
- Any supporting evidence you may have.
- Any materials you wish to deliver or receive, or amounts you are willing to pay or wish to receive, which would satisfactorily resolve the dispute.

Once you file a dispute mediation request, the other party will be given 14 days to respond to the dispute.

We commit to try to resolve any dispute in an amicable and expedient manner, but we cannot guarantee a satisfactory outcome. If you are not satisfied with our mediation efforts, you may instigate alternative legal recourse against the party or parties to the agreement in dispute, as may the other party or parties in their own right.