

TERMS OF SERVICE

Last Updated: January 29th, 2026

1. ACCEPTANCE OF TERMS

Welcome to CtrlAltX Studios LLC, a New York limited liability company (“Company,” “we,” “us,” or “our”). These Terms of Service (“Terms”) govern your access to and use of the Company Platform, including our website, mobile application, and any related services (collectively, the “Service”). By accessing or using the Platform, you agree to be bound by these Terms.

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING ANY PART OF THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, EXIT THIS PAGE AND DO NOT ACCESS OR USE THE PLATFORM OR SERVICE. USE OF THE PLATFORM AND SERVICE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS.

Your use of the Platform is also governed by our Privacy Policy, which is incorporated by reference into these Terms.

For purposes of these Terms, the following definitions apply. Capitalized terms used in these Terms but not otherwise defined in this Section 2 shall have the meanings given to them elsewhere in these Terms, in any policies incorporated by reference, or as otherwise defined within the context in which they appear.

2. DEFINITIONS

“Booking” means a confirmed reservation, purchase, or access right for an Experience or other offering made through the Platform.

“Content” means all information, materials, data, text, photographs, videos, audio, graphics, messages, profiles, reviews, communications, and other material uploaded, posted, transmitted, or displayed on or through the Platform, whether provided by Users, Creators, third parties, or the Company.

“Credits” means any digital or promotional value issued by the Company that may be used to access or apply toward certain Platform offerings, subject to applicable terms, restrictions, and expiration dates.

“Creator” means an independent third-party individual or entity that offers experiences, events, content, access, or other offerings through the Platform. Creators are independent contractors and are not employees, agents, partners, or joint venturers of the Company.

“Experience” means any event, activity, access right, content, or offering made available through the Platform, whether operated directly by the Company or by a Creator.

“Platform” means the Company’s digital environment, including its websites, mobile applications, and all related systems, technologies, and interfaces through which Users may discover, access, interact with, and transact for Experiences. The Platform does not include the devices, networks, venues, or third-party services used by Users or Creators.

“Platform Fee” means any service or facilitation fee charged by the Company in connection with use of the Platform or certain transactions, as disclosed at the time of purchase or access.

“Promotional Campaign” means any marketing or incentive initiative offered by the Company at its sole discretion, which may include discounts, referral rewards, bonus credits, or other benefits. Terms, eligibility, expiration, and availability are subject to change and will be specified at the time of issuance.

“Third-Party Provider” means any Creator, venue, host, organizer, or other third party that offers Experiences through the Platform but is not operated by the Company.

“User” means any individual who accesses or uses the Platform, including attendees, purchasers, Creators, or other participants.

3. ELIGIBILITY

3.1 Age and Authority

You must be at least eighteen (18) years of age to use the Platform. By accessing or using the Platform, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into and be bound by these Terms. If you access or use the Platform on behalf of another individual or entity, you represent and warrant that you have the authority to bind that individual or entity to these Terms.

3.2 Geographic Restrictions

The Platform is intended for use solely within the United States, subject to applicable federal, state, and local laws. The Company makes no representation that the Platform is appropriate or available for use outside the United States, and access from jurisdictions where the Platform or its content is unlawful is prohibited. The Company reserves the right to restrict or terminate access to the Platform in any jurisdiction at any time.

3.3 Creator Requirements

If you register, list, or participate as a Creator or Third-Party Provider, you represent and warrant that you:

- (a) Possess the qualifications, experience, and authority necessary to offer the Experiences you provide;
- (b) Will comply with all applicable laws, regulations, licensing, permitting, and venue requirements, including any alcohol-related, safety, or event-specific obligations;

(c) are solely responsible for obtaining and maintaining any required licenses, permits, insurance, or approvals; and

(d) will provide accurate, current, and complete information regarding your identity, offerings, and background.

You acknowledge and agree that the Company does not independently verify, monitor, or guarantee any Creator's credentials, qualifications, compliance, or conduct. Users are solely responsible for evaluating Creators and Experiences prior to participation.

4. ACCOUNT REGISTRATION AND SECURITY

4.1 Account Creation

To access and use certain features of the Platform, including booking, purchasing, or offering Experiences, you must create an account on the Platform. By creating an account, you agree to: (a) provide accurate, current, and complete information during registration; (b) verify your identity through a one-time password, email, or other verification method required by the Company; (c) promptly update your information to keep it accurate and complete; (d) maintain the security and confidentiality of your login credentials and account access; (e) be fully responsible for all activity that occurs under your account; and (f) promptly notify the Company of any unauthorized use, access, or suspected breach of your account security.

You agree to receive transactional and administrative communications related to your account and activity on the Platform, including confirmations, reminders, security alerts, and updates to these Terms or other applicable policies.

4.2 Account Responsibility

You are solely responsible for all activities conducted through your account, whether by you or anyone using your credentials. The Company is not liable for any loss, damage, or unauthorized charges arising from your failure to maintain the confidentiality of your account information. Users may not share, transfer, sublicense, or sell their account access to any other person or entity without the Company's prior written consent.

4.3 Account Suspension and Termination

The Company may suspend, limit, or terminate your account or access to the Platform, with or without notice, for any reason, including but not limited to: (a) violation of these Terms or other applicable policies; (b) fraudulent, abusive, deceptive, or illegal activity; (c) misuse of the Platform, including attempts to circumvent Platform fees, payment flows, or transaction mechanisms; (d) extended periods of inactivity; or (e) requests or orders by law enforcement, courts, or regulatory authorities.

Upon suspension or termination, you remain responsible for any outstanding obligations incurred prior to termination. The Company reserves the right to withhold, cancel, or

refund upcoming Experiences, payments, or promotional credits in accordance with these Terms and any applicable refund or cancellation policies.

5. PLATFORM DESCRIPTION AND SERVICES

5.1 Marketplace Platform

The Company operates a hybrid online platform that includes (a) a marketplace facilitating interactions and transactions between Users and independent third-party Creators, hosts, venues, or organizers offering Experiences through the Platform, and (b) certain Experiences or offerings operated directly by the Company. Through the Platform, Users may discover Experiences, view Creator or venue profiles, access listings and availability, communicate through Platform tools, exchange ratings and reviews, and complete transactions for Bookings.

The Company provides the technology, tools, and facilitation necessary to enable these interactions but does not provide, control, or manage Experiences offered by Creators or Third-Party Providers.

5.2 Platform Role and Intermediary Status

IMPORTANT: THE COMPANY OPERATES THE PLATFORM ONLY. Except with respect to Experiences expressly identified as operated by the Company, the Company does not:

- (a) Employ, engage, or classify Creators or Third-Party Providers as employees, agents, representatives, partners, or joint venturers of the Company;
- (b) Supervise, direct, control, or monitor the performance, conduct, or operations of any Creator, venue, or User;
- (c) Guarantee the quality, safety, legality, availability, or outcomes of any Experience offered by a Creator or Third-Party Provider;
- (d) Verify or warrant the accuracy or completeness of information provided by Users or Creators;
- (e) Act as an agent, broker, insurer, or fiduciary for any User or Creator; or
- (f) Become a party to any agreement between Users and Creators or other Third-Party Providers.

Unless expressly stated otherwise, all Bookings for Creator-operated Experiences are made directly between the User and the applicable Creator or Third-Party Provider. Each Creator or Third-Party Provider is solely responsible for its Experiences, including compliance with all applicable laws, regulations, licensing requirements, venue rules, and industry standards.

5.3 No Endorsement

The Company does not endorse, recommend, or guarantee any User, Creator, Third-Party Provider, venue, or Experience made available through the Platform. Any ratings, reviews, badges, rankings, or similar indicators displayed on the Platform are provided for informational purposes only and do not constitute an endorsement, certification, or guarantee of quality, suitability, safety, or legality. Users are solely responsible for evaluating and selecting Experiences and Creators.

5.4 Platform Tools and Availability

The Company provides various online tools and features designed to support discovery, communication, scheduling, participation, and transaction management on the Platform. These tools may include Experience listings, search and filtering functionality, Creator or venue profiles, secure messaging, booking management, payment processing, review and feedback systems, and digital Credits or Promotional Campaigns.

While the Company strives to maintain reliable access to the Platform, it does not guarantee that the Platform or any feature will be uninterrupted, error-free, or available at all times. Temporary interruptions may occur due to maintenance, upgrades, system failures, or circumstances beyond the Company's control. The Company reserves the right to modify, suspend, or discontinue any aspect of the Platform at any time, with or without notice.

Users are responsible for obtaining and maintaining all devices, software, and internet connections necessary to access and use the Platform. The Company is not responsible for technical limitations, delays, outages, or performance issues caused by third-party equipment, networks, venues, or service providers.

5.5 Beta Features and Updates

From time to time, the Company may make new or experimental features, tools, or enhancements available to certain Users on a trial or beta basis ("Beta Features"). Beta Features may be offered for limited periods, may not function as intended, and may be modified, suspended, or discontinued at any time without notice. Beta Features are provided "as is" and without warranties of any kind, whether express or implied.

The Company may update, improve, or modify any aspect of the Platform at any time, including features, functionality, or user interface. Continued use of the Platform following such updates constitutes acceptance of the changes.

6. USER RESPONSIBILITIES

6.1 User Responsibilities

Users agree to:

- Provide accurate, current, and complete information in connection with their account, Bookings, and use of the Platform;

- Review all Experience descriptions, requirements, restrictions, and disclosures prior to making a Booking;
- Communicate respectfully and promptly with Creators or other Users as applicable;
- Attend or participate in booked Experiences in the time, location, and manner agreed upon;
- Pay all applicable fees, taxes, and charges associated with confirmed Bookings through the Platform;
- Refrain from using any Experience content, materials, or access for commercial purposes unless expressly authorized; and
- Comply with all applicable laws, venue rules, safety requirements, and age restrictions in connection with participation in Experiences.

Users are solely responsible for ensuring they meet all requirements necessary to participate in an Experience, including any equipment, attire, identification, transportation, connectivity, or environmental conditions required by the applicable Creator or venue.

6.2 Creator Responsibilities

Creators and Third-Party Providers agree to:

- Provide accurate, complete, and up-to-date information regarding their identity, offerings, availability, pricing, and applicable rules or restrictions;
- Clearly and honestly describe Experiences, including any eligibility requirements, limitations, cancellation terms, and material risks;
- Deliver Experiences in a professional, courteous, and commercially reasonable manner consistent with applicable industry standards;
- Comply with all applicable laws, regulations, licensing requirements, venue rules, and safety obligations related to their Experiences;
- Honor pricing, scheduling, and commitments associated with accepted Bookings; and
- Communicate promptly with Users regarding scheduling, Experience details, delays, cancellations, or material changes.

Creators are independent contractors and are solely responsible for the quality, legality, and delivery of their Experiences, their tax obligations, and any liabilities arising from their operations or conduct.

6.3 Prohibited Conduct

All Users agree not to:

- Provide false, misleading, or incomplete information;
- Impersonate any person or entity or misrepresent an affiliation with the Company;
- Harass, abuse, threaten, intimidate, or endanger other Users or third parties;
- Post, transmit, or distribute Content that is unlawful, defamatory, obscene, fraudulent, or infringing;
- Attempt to circumvent the Platform, including by soliciting, accepting, or making payments outside the Platform where prohibited;
- Record, reproduce, or distribute any Experience or Platform interaction without the express consent of all applicable parties;
- Use the Platform for any unlawful purpose or in violation of applicable laws or regulations;
- Interfere with, disrupt, or attempt to gain unauthorized access to the Platform, its servers, systems, or security features;
- Collect, harvest, or misuse personal data of other Users without consent;
- Use automated scripts, bots, scraping tools, or similar technologies to access or extract data from the Platform; or
- Reverse engineer, decompile, disassemble, or attempt to derive source code from any portion of the Platform.

Violations of this Section may result in suspension or termination of access, removal of Content, cancellation of Bookings, forfeiture of Credits, and, where appropriate, legal action.

7. CREDIT SYSTEM

7.1 Credit Purchases

Users may purchase Credits through the Platform using accepted payment methods. The price, value, and applicable terms of Credits will be displayed at the time of purchase and may be modified by the Company from time to time. Except as required by applicable law or expressly stated otherwise, all Credit purchases are final.

7.2 Credit Usage

Credits may be applied toward eligible Bookings, Experiences, or other Platform features made available by the Company. Credits may only be used through the Platform and may not be redeemed outside the Platform, combined across User accounts, or exchanged for cash or other consideration.

7.3 Promotional Credits and Campaigns

The Company may, from time to time, issue promotional, bonus, or incentive-based Credits in connection with a Promotional Campaign, including referral programs, new user incentives, or event-based promotions. Promotional Credits may be subject to additional terms and conditions, including eligibility requirements, expiration dates, usage limits, or exclusions, as disclosed at the time of issuance.

7.4 Expiration and Forfeiture

Unless otherwise stated at the time of issuance, Credits expire twelve (12) months from the date they are issued or from the date of the User's last qualifying account activity, whichever is later. Expired or forfeited Credits have no cash value and will not be reinstated.

7.5 Non-Transferability and Refunds

Credits are non-transferable, non-refundable, and have no cash or monetary value. Credits may not be sold, traded, gifted, or transferred to other Users. Credits may be forfeited if a User's account is suspended or terminated due to a violation of these Terms or other applicable policies.

7.6 Modification of Credit Policies

The Company reserves the right to modify, suspend, or discontinue the Credit system or any related policies at any time. Any such changes will not retroactively affect previously purchased Credits except as required by applicable law.

8. SUBSCRIPTIONS, FEES, AND PAYMENTS

8.1 Creator Subscription Plans

The Company may offer optional subscription plans or paid feature tiers for Creators ("Creator Plans") that provide access to enhanced Platform features, which may include increased visibility, promotional tools, analytics, reduced Platform Fees, or other benefits. Details regarding available Creator Plans, including pricing and included features, will be displayed on the Platform and may be updated from time to time.

Participation in a Creator Plan is voluntary and does not affect a Creator's status as an independent contractor or third-party provider.

8.3 Refunds and Cancellations

Refund and cancellation terms may vary depending on the Experience, Booking, subscription, Credit purchase, or other offering and will be disclosed at the point of transaction (including at checkout). Unless otherwise stated at the point of transaction: (a) purchases may be non-refundable; (b) cancellations may be subject to time-based restrictions or other conditions; and (c) third-party payment processor policies may apply.

CtrlAltX reserves the right to issue refunds or credits in its sole discretion where required by law or for customer experience considerations.

8.3 Fees, Billing, and Payment Processing

Users are charged the total amount displayed at checkout for each Booking (the “Total Amount”), which may include: (a) the listed price for the applicable Experience charged by the Creator or the Company, as applicable; and (b) a service, facilitation, or booking fee charged by the Company for use of the Platform and payment processing (the “Platform Fee”).

Unless otherwise stated, Platform Fees are non-refundable except as required by applicable law or expressly provided in the Company’s refund or cancellation policies.

The Company, directly or through a third-party payment processor, will collect the Total Amount at the time a Booking is confirmed. For Creator-operated Experiences, the Company may remit the applicable portion of the Total Amount to the Creator after completion of the Experience, less any commissions, fees, or adjustments disclosed to the Creator in advance.

All payments are processed in U.S. dollars unless otherwise specified. By completing a Booking or otherwise using the Platform, you authorize the Company and its payment processors to charge your designated payment method for all applicable amounts. The Company reserves the right to modify Platform Fees, commissions, or pricing structures upon reasonable notice, which may be provided through the Platform or by electronic communication. Continued use of the Platform following such changes constitutes acceptance of the updated terms.

8.4 Subscription Cancellation

Users or Creators may cancel a subscription plan at any time through their account settings. Cancellation will take effect at the end of the current billing period, and access to subscription benefits will continue until that time. Except as required by law, no refunds, credits, or partial-period reimbursements will be issued for early cancellation.

8.5 Modification or Termination of Plans

The Company reserves the right to modify, suspend, or discontinue any subscription plan or paid feature at its discretion. If a subscription plan is discontinued, affected Users or Creators will receive notice and any refunds required by applicable law for prepaid, unused portions of the subscription term.

9. PAYMENT PROCESSING

9.1 Payment Processing Providers

The Platform facilitates payments and payouts through one or more third-party payment processors (each, a “Payment Processor”). By using the Platform’s payment features, you

agree to be bound by the applicable Payment Processor's terms of service and privacy policy, which govern your use of those services. The Company is not a bank, money transmitter, escrow agent, or payment institution and does not hold or control User funds.

9.2 Creator Payment Accounts

Creators or Third-Party Providers who wish to receive payouts through the Platform must establish and maintain an active account with the applicable Payment Processor and comply with all processor requirements, including providing accurate and up-to-date identity, banking, and tax information. Creators authorize the Company and the applicable Payment Processor to process, collect, and disburse payments in connection with Bookings and Experiences.

Failure to maintain a valid payment account may result in delayed or suspended payouts. The Company does not control the timing, processing, or settlement of Payment Processor transactions and is not responsible for errors, delays, holds, or rejections caused by a Payment Processor.

9.3 Payment Flow and Responsibilities

When a User completes a payment for a Booking, the payment is processed directly through the applicable Payment Processor in accordance with that processor's procedures. The Company may collect applicable Platform Fees or transaction-related fees at the time of payment processing.

The Company does not act as a payment intermediary, escrow agent, guarantor, or insurer for transactions between Users and Creators. Payment disputes, reversals, or chargebacks must be resolved in accordance with the Payment Processor's rules and, where applicable, between the User and the Creator.

9.4 Platform Fees and Refunds

Refunds, credits, cancellations, and adjustments, if applicable, are governed by these Terms and the terms disclosed at the point of transaction (including at checkout) The Company may, in its discretion, publish a separate cancellation or refund policy in the future, which will apply only if and to the extent expressly incorporated into these Terms or disclosed at the point of transaction.

Except as expressly stated in these Terms of Service, disclosed at the point of transaction, or required by applicable law, all payments and Platform Fees are non-refundable.

The Company may charge a Platform Fee to cover the cost of operating the Platform, facilitating Bookings, providing communication tools, and enabling secure payment processing. Any applicable Platform Fee will be clearly disclosed prior to completion of a Booking.

9.5 Taxes

Creators are solely responsible for determining, collecting, reporting, and remitting any taxes arising from payments received through the Platform, including sales, use, excise, value-added, or similar taxes. The Company may collect and remit certain taxes when required by applicable law but otherwise assumes no responsibility for a Creator's tax obligations.

9.6 Off-Platform Payments Prohibited

All payments for Bookings and Experiences must be made through the Platform using the payment methods supported by the Company. Users and Creators are strictly prohibited from arranging, soliciting, or accepting payments outside the Platform in connection with Experiences listed on the Platform.

Off-Platform payment activity violates these Terms and may result in suspension or termination of access. The Company bears no responsibility or liability for payments, disputes, losses, or misconduct arising from transactions conducted outside the Platform.

10. BOOKINGS AND EXPERIENCE LOGISTICS

10.1 Booking Requests

Users may browse Experience listings, view Creator or venue profiles, and submit Booking requests through the Platform. When submitting a Booking, Users must provide accurate and complete information relevant to the Experience, including requested dates, times, attendance details, eligibility requirements, or other information specified by the Creator or venue.

10.2 Booking Confirmation

A Booking is confirmed when the applicable Creator or the Company, as applicable, accepts the request through the Platform and payment is successfully processed. For Creator-operated Experiences, a direct contract is formed between the User and the applicable Creator or Third-Party Provider. The Company is not a party to such contracts and does not control, supervise, or guarantee the performance of either party.

10.3 Accuracy of Experience Information

Creators represent and warrant that all Experience listings, descriptions, pricing, availability, and requirements are accurate, complete, and not misleading. Users represent and warrant that all information provided in connection with a Booking, including contact details, eligibility representations, and attendance information, is accurate and truthful.

10.4 Experience Coordination

Creators and Users are responsible for coordinating Experience-specific logistics, including attendance, timing, venue requirements, equipment, identification, and compliance with

applicable rules. Unless otherwise specified, communications relating to Bookings or Experiences should occur through the Platform's communication tools.

10.5 No Off-Platform Bookings

All Bookings must be made and paid for through the Platform. Users and Creators may not arrange or conduct Bookings or related payments outside the Platform for Experiences listed on the Platform. The Company assumes no responsibility or liability for any arrangements made outside the Platform.

10.6 Cancellations and Changes

Cancellations, rescheduling, and changes to Bookings are governed by the terms disclosed at the point of transaction (including at checkout) and, if applicable, any separate Cancellation and Refund Policy the Company may publish or incorporate by reference from time to time, which sets forth applicable notice periods, refund eligibility, and fees. Except as expressly provided in that policy or required by law, payments are final once an Experience has commenced.

11. CONTRACTS AND AGREEMENTS

11.1 Direct Relationships Between Users and Creators

When a User completes a Booking that is accepted by a Creator or Third-Party Provider, a direct agreement is formed between those parties for the applicable Experience. Except with respect to Experiences expressly operated by the Company, the Company is not a party to such agreements and does not supervise, guarantee, or assume responsibility for the conduct, performance, or outcome of any Experience.

Creators and Third-Party Providers act as independent contractors. Nothing in these Terms creates or shall be deemed to create any partnership, joint venture, employment, fiduciary, or agency relationship between the Company and any User or Creator.

11.2 User Agreements Control

Any terms, conditions, or agreements separately established between a User and a Creator or Third-Party Provider, such as Experience scope, rules, requirements, duration, or restrictions, govern their relationship for that specific Booking. In the event of a conflict between such terms and these Terms, the User-Creator agreement controls solely with respect to the applicable Experience, while these Terms continue to govern each party's access to and use of the Platform.

11.3 Platform Independence

Except as expressly stated otherwise, the Company does not:

- (a) Control, direct, or manage the performance of any Experience;

- (b) Guarantee the availability, conduct, or performance of any User or Creator;
- (c) Provide insurance, certification, licensing, or regulatory oversight for any Experience or participant; or
- (d) Act as an agent, broker, guarantor, or insurer for any party.

Users acknowledge that the Company provides the Platform solely as a technology and facilitation service enabling discovery, communication, and transactions between Users and Creators.

12. VERIFICATION SERVICES

12.1 Identity and Account Verification

The Company may use third-party verification services to confirm the identity of Users or Creators for security, fraud prevention, compliance, and trust-building purposes. By registering for or using the Platform, you consent to such verification processes and authorize the Company to share necessary information—such as name, date of birth, contact details, or identification documents—with verification providers in accordance with the Company’s Privacy Policy.

Verification may be required to access certain Platform features, including the ability to list, accept, or participate in Experiences.

12.2 Creator Profiles and Verification Indicators

The Company may display profile indicators, labels, or verification markers on Creator or venue profiles to provide informational context regarding identity confirmation, experience level, or other attributes. Such indicators may be based on information provided by the Creator, documentation submitted for review, third-party checks, user feedback, or other criteria determined by the Company.

The Company may require initial or periodic verification as a condition for listing or continued participation on the Platform and may modify, suspend, or remove any profile indicator or verification status at any time if verification cannot be completed, lapses, or becomes unreliable.

12.3 Verification Limitations

Verification indicators, profile labels, or similar designations are provided for informational purposes only and do not:

- (a) Guarantee a Creator’s skill, quality, legality, safety, or performance;
- (b) Confirm compliance with licensing, permitting, alcohol service, venue, or regulatory requirements;

- (c) Constitute an endorsement, warranty, or recommendation by the Company; or
- (d) Guarantee that any information remains current, complete, or valid after verification.

12.4 User Responsibility

All Users are solely responsible for conducting their own due diligence before booking, offering, or participating in any Experience. Users are encouraged to review profiles, listings, rules, ratings, and reviews and to exercise independent judgment when selecting Experiences or Creators. Creators remain responsible for maintaining accurate, lawful, and up-to-date information and for complying with all applicable legal, tax, licensing, and business requirements.

13. MESSAGING AND COMMUNICATION

13.1 In-Platform Messaging and Communication Tools

The Company provides in-platform messaging and communication tools to facilitate coordination between Users and Creators before, during, and after Experiences. By using these tools, you acknowledge and agree that:

- The Company may, consistent with applicable law, review or monitor communications for safety, fraud prevention, quality assurance, or compliance purposes;
- Message records may be stored and retained as required by law or for legitimate business purposes, including dispute resolution; and
- Aggregated or anonymized communication data may be used to improve Platform functionality, safety systems, or user experience.

The Company does not actively monitor all communications and is not responsible for the content exchanged between Users.

13.2 Communication Standards

Users agree to communicate through the Platform in a respectful, professional, and lawful manner. Users may not:

- Harass, intimidate, threaten, or discriminate against others;
- Use obscene, abusive, defamatory, or misleading language;
- Share personal contact information prior to a confirmed Booking, where restricted by Platform rules;
- Use Platform communication tools for unrelated solicitation or unauthorized commercial purposes; or

- Transmit content that violates these Terms or applicable law.

Violations of these standards may result in suspension or termination of access to the Platform.

13.3 No Circumvention of the Platform

Users may not use Platform messaging, communication, or coordination tools to:

- Solicit, accept, or encourage off-platform payments or Bookings in order to avoid Platform Fees;
- Exchange contact information for the purpose of conducting off-platform Experiences listed on the Platform; or
- Otherwise attempt to circumvent the Platform or these Terms.

Any attempt to bypass the Platform's booking or payment systems constitutes a material breach of these Terms and may result in immediate termination and other remedies.

14. RATINGS AND REVIEWS

14.1 Review System

After an Experience is completed, a User who booked and attended the Experience may submit a rating and written review describing their experience with the applicable Creator or Third-Party Provider. Reviews are intended to promote transparency, accountability, and informed decision-making for Users.

Creators may view reviews displayed on their profiles. The Company reserves the right to remove, redact, or moderate reviews that violate these Terms, applicable content standards, or applicable law, or that are false, misleading, fraudulent, or abusive.

14.2 Review Requirements

All reviews must be:

- Honest, accurate, and based on the reviewer's personal experience with the specific Experience;
- Relevant to the applicable Creator, venue, or Experience;
- Respectful and free from profanity, hate speech, harassment, or discriminatory content; and
- Independent, meaning not written in exchange for compensation, incentives, discounts, or other benefits.

The Company reserves the right, but not the obligation, to remove or modify reviews that violate these standards or applicable law.

14.3 Review Moderation and Permanence

Reviews submitted through the Platform are generally permanent and may not be edited or deleted by Users once submitted. The Company may, however, remove, redact, or correct reviews to:

- (a) Enforce these Terms or content standards;
- (b) Comply with legal requirements or court orders; or
- (c) Address reviews generated through fraud, spam, or technical error.

14.4 No Compensation or Manipulation

Users may not offer, solicit, or accept compensation, incentives, favors, or other benefits in exchange for writing, modifying, or removing a review. Attempts to manipulate ratings or reviews undermine Platform integrity and may result in suspension or termination of access.

15. USER CONTENT

15.1 User-Provided Content

Users may upload, post, transmit, or display content on or through the Platform, including text, images, audio, video, messages, reviews, profile information, and other materials related to Experiences (“User Content”). All User Content must comply with these Terms and applicable law.

15.2 Ownership and Representations

Users retain ownership of their User Content. By posting User Content, you represent and warrant that:

- (a) You own or have the necessary rights, licenses, and permissions to submit such content;
- (b) Your User Content does not infringe or violate any third-party intellectual property, privacy, or publicity rights; and
- (c) Your User Content complies with these Terms and all applicable laws and regulations.

15.3 License to the Company

By uploading, posting, or displaying User Content on or through the Platform, you grant the Company a worldwide, non-exclusive, royalty-free, transferable, and sublicensable license to host, use, reproduce, modify, adapt, publish, translate, distribute, display, and otherwise

utilize such User Content solely in connection with operating, maintaining, promoting, securing, and improving the Platform.

This license includes the right to use excerpts, screenshots, or media derived from User Content for marketing, educational, trust-and-safety, or operational purposes. The Company does not claim ownership of User Content and will not sell or license it to third parties outside the Platform except as permitted by these Terms or with User consent.

15.4 Content Standards

User Content may not:

- Violate applicable law or regulation;
- Infringe intellectual property, privacy, or other third-party rights;
- Contain malware, viruses, or malicious code;
- Include false, misleading, or deceptive information;
- Disclose personal or confidential information of others without authorization; or
- Depict or promote illegal activity, harassment, hate speech, or violence.

15.5 Content Monitoring and Removal

The Company reserves the right, but not the obligation, to review, monitor, restrict, or remove User Content that, in its sole discretion, violates these Terms, applicable law, or the integrity of the Platform community. Content may also be removed to protect safety, respond to legal requests, or enforce intellectual property rights.

15.6 Recordings and Media

If the Platform enables recording or capture of audio, video, or other media during an Experience, Users will be notified in advance. By participating, you consent to such recording for operational, quality, safety, or training purposes. Any recordings made by the Company remain the property of the Company and will not be publicly shared without consent except as required by law.

16. INTELLECTUAL PROPERTY

16.1 Ownership of the Platform

The Platform and all related software, technology, interfaces, designs, text, graphics, logos, trademarks, service marks, and proprietary content (excluding User Content) are owned by or licensed to the Company and are protected by United States and international intellectual property laws.

Third-party names, trademarks, and brands displayed on the Platform may be the property of their respective owners and are used solely for identification purposes without implying endorsement or affiliation.

16.2 Limited License to Users

Subject to these Terms, the Company grants Users a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform solely for its intended purpose. This license does not permit Users to:

- Reproduce, distribute, sell, lease, or publicly display Platform content;
- Modify, adapt, or create derivative works from the Platform; or
- Use the Platform for scraping, data mining, or other unauthorized activities.

All rights not expressly granted are reserved by the Company.

16.3 Restrictions

Users may not:

- Copy, reproduce, modify, or distribute any portion of the Platform without prior written authorization;
- Reverse engineer, decompile, or attempt to extract source code;
- Remove or alter proprietary notices or branding;
- Use Company trademarks, service marks, or logos without authorization; or
- Frame or link to the Platform in a manner that misrepresents affiliation with the Company.

Unauthorized use may result in termination and legal action.

16.4 Feedback

If you submit feedback, suggestions, or ideas regarding the Platform (“Feedback”), you do so voluntarily and without expectation of compensation. You grant the Company a perpetual, irrevocable, worldwide, royalty-free, and sublicensable license to use, modify, and exploit such Feedback for any purpose, including improving or developing the Platform, without attribution.

17. DISCLAIMERS

17.1 No Warranties

YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM, EXPERIENCES, AND ALL RELATED FEATURES, TOOLS, AND CONTENT ARE PROVIDED ON AN “AS IS” AND

“AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

The Company makes no representations or warranties regarding the accuracy, reliability, completeness, legality, safety, or availability of the Platform, any Experience, or any Content, including information provided by Users, Creators, or Third-Party Providers.

17.2 Platform Availability and Modifications

The Company strives to maintain reliable access to the Platform but does not guarantee uninterrupted, timely, secure, or error-free operation. The Platform or any feature may be modified, suspended, or discontinued, temporarily or permanently, at any time, with or without notice.

The Platform may be unavailable due to maintenance, updates, system failures, third-party outages, venue limitations, or events beyond the Company’s control. The Company shall not be liable for any loss, damage, or inconvenience resulting from any modification, delay, interruption, or discontinuation of the Platform or any portion thereof.

17.3 No Professional Advice

Any information, descriptions, guidance, or materials made available through the Platform, whether provided by Creators, Users, venues, or the Company, are provided for general informational or entertainment purposes only.

The Company does not provide professional advice of any kind, including legal, medical, financial, safety, or regulatory advice, and nothing on the Platform should be relied upon as such. Creators and Third-Party Providers act independently, and any opinions or guidance they provide are their own and not those of the Company.

17.4 No Guarantees Regarding Experiences or Users

The Company does not guarantee that:

- (a) The Platform will meet your expectations or operate without interruption or error;
- (b) Any Experience will occur as described, be suitable, safe, lawful, or available;
- (c) Any Content or information is accurate, complete, or current; or
- (d) Any Creator, venue, or User possesses particular qualifications, credentials, or licenses.

Users are solely responsible for evaluating Experiences, Creators, venues, and other Users and for determining whether participation is appropriate, lawful, and safe.

17.5 Legal Carve-Outs

Nothing in these Terms excludes or limits any warranty, right, or liability that cannot legally be excluded or limited under applicable law, including liability arising from fraud, willful misconduct, or intentional violations of law.

17.6 Assumption of Risk

You acknowledge that participation in Experiences, whether operated by CtrlAltX or by independent third-party creators, hosts, venues, or organizers, may involve inherent risks. Such risks may include, without limitation, physical activity, consumption of food or beverages, alcohol consumption, environmental or venue conditions, equipment use, travel, crowds, interactions with other participants, technical or connectivity issues (for online Experiences), and the acts or omissions of third parties.

You voluntarily and knowingly assume all such risks and agree that, to the maximum extent permitted by law, CtrlAltX is not responsible or liable for any injury, illness, death, intoxication, property damage, loss, delay, or other harm arising out of or related to any Experience, regardless of whether the Experience is conducted in person, online, or in a hybrid format, and regardless of whether the Experience is operated by CtrlAltX or a third-party provider.

18. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, GOODWILL, BUSINESS OPPORTUNITIES, OR SERVICE INTERRUPTIONS, ARISING OUT OF OR RELATED TO:

- (a) YOUR ACCESS TO OR USE OF THE PLATFORM;
- (b) ANY EXPERIENCE, BOOKING, OR INTERACTION BETWEEN USERS, CREATORS, OR VENUES;
- (c) ANY CONTENT OR CONDUCT OF OTHER USERS OR THIRD PARTIES; OR
- (d) ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR ACCOUNT OR DATA,

WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Except where prohibited by law, the Company's total aggregate liability for all claims arising out of or relating to the Platform shall not exceed the greater of: (i) \$100 USD, or (ii) the

total Platform Fees paid by you to the Company in the six (6) months preceding the event giving rise to the claim.

Some jurisdictions do not allow certain limitations of liability. In such cases, liability will be limited to the maximum extent permitted by law.

19. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company and its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any claims, demands, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (a) Your access to or use of the Platform;
- (b) Your violation of these Terms or applicable law;
- (c) Any Content you submit or transmit;
- (d) Your interactions with other Users, Creators, or venues;
- (e) Any Experience you book, attend, offer, or operate;
- (f) Your misrepresentation of identity, qualifications, or authority;
- (g) Any taxes, fees, or obligations arising from payments you make or receive; or
- (h) Any breach of your representations or warranties under these Terms.

The Company may assume exclusive control of the defense of any matter subject to indemnification, and you agree to cooperate fully. You may not settle any claim without the Company's prior written consent if such settlement would impose liability or obligations on the Company.

20. DISPUTE RESOLUTION

20.1 Informal Resolution

Before initiating any formal dispute, you agree to attempt to resolve the matter informally by contacting the Company at legal@ctrlaltx.studio and engaging in good-faith discussions. If the dispute is not resolved within thirty (30) days, either party may pursue arbitration as set forth below.

20.2 Governing Law

These Terms and any dispute arising out of or relating to them are governed by the laws of the State of New York, without regard to conflict-of-laws principles.

20.3 Binding Arbitration and Class Action Waiver

Except for claims eligible for small claims court, any dispute arising out of or relating to these Terms or the Platform shall be resolved by binding arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules. Arbitration shall be conducted on an individual basis and may take place virtually or in New York, New York.

YOU AND THE COMPANY WAIVE ANY RIGHT TO A JURY TRIAL AND ANY RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. The arbitrator's decision shall be final and binding, and judgment may be entered in any court of competent jurisdiction.

Each party shall bear its own attorneys' fees and costs unless otherwise required by law or awarded by the arbitrator.

20.4 Equitable Relief

Nothing in this Section prevents the Company from seeking injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property, proprietary rights, or to prevent misuse of the Platform.

21. FUTURE FEATURES AND INTEGRATIONS

21.1 Third-Party Services and Integrations

The Platform may now or in the future integrate with or provide access to third-party services, applications, or tools, including video conferencing services, payment processors, authentication tools, analytics providers, or social media integrations ("Third-Party Services"). Use of any Third-Party Service may be subject to that provider's own terms of service and privacy policy, which you may be required to accept separately.

The Company does not control and is not responsible for the availability, accuracy, functionality, security, or performance of any Third-Party Service, or for any damages or losses arising from your use of such services. By connecting third-party accounts or tools, you authorize the Company to share or exchange limited information as necessary to enable such integrations, consistent with the Company's Privacy Policy.

21.2 Future Features and Product Changes

The Company continually develops and improves the Platform and may introduce, modify, suspend, or discontinue features, functionality, or integrations at any time, in its sole discretion. References to potential or future features are provided for informational purposes only and do not constitute a commitment or obligation to deliver or maintain any particular functionality.

The Company shall not be liable for any modification, delay, or removal of any current or future feature or integration.

22. TERMINATION

22.1 Termination by You

You may terminate your account at any time through your account settings or by contacting the Company at legal@ctrlaltx.studio. Termination will not relieve you of any obligations incurred prior to termination, including outstanding Bookings, Platform Fees, taxes, or other amounts owed.

If you are a Creator or Third-Party Provider, termination does not relieve you of obligations related to Experiences already booked. You must fulfill or properly cancel any pending Bookings in accordance with the applicable Cancellation and Refund Policy.

22.2 Suspension or Termination by the Company

The Company may suspend, restrict, or terminate your account or access to the Platform, with or without notice, if:

- (a) You violate these Terms or any incorporated policies;
- (b) You engage in fraudulent, abusive, unsafe, or unlawful conduct;
- (c) Your actions create risk, harm, or disruption to other Users, Creators, venues, or the Platform;
- (d) Your account remains inactive for an extended period; or
- (e) The Company determines, in its reasonable discretion, that continued access poses legal, security, operational, or reputational risk.

The Company may also restrict or remove specific Content, listings, features, or integrations associated with your account as necessary to comply with legal requirements, protect Users, or preserve Platform integrity.

22.3 Effect of Termination

Upon termination or suspension:

- Your right to access or use the Platform will immediately cease;
- All outstanding payment obligations shall remain due and payable; and
- Provisions that by their nature should survive termination, including ownership, license grants, payment obligations, disclaimers, limitation of liability, indemnification, dispute resolution, and governing law, will continue in effect.

The Company may retain limited personal information after termination as required by law or for legitimate business purposes, including accounting, fraud prevention, compliance, and dispute resolution, consistent with its Privacy Policy.

23. MODIFICATIONS TO TERMS

23.1 Right to Modify

The Company may modify, update, or replace these Terms at any time in its sole discretion. Material changes affecting rights or obligations will be communicated through the Platform, by email to the address associated with your account, or by other reasonable electronic notice.

23.2 Effective Date of Changes

Unless otherwise specified, material changes will become effective five (5) days after notice is provided. Non-material changes, including clarifications or administrative updates, may take effect immediately upon posting.

23.3 Continued Use Constitutes Acceptance

By continuing to access or use the Platform after the effective date of updated Terms, you agree to be bound by the modified Terms. If you do not agree, you must discontinue use of the Platform prior to the effective date.

24. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

24.1 Copyright Policy

The Company respects the intellectual property rights of others and expects Users to do the same. In accordance with the Digital Millennium Copyright Act (“DMCA”), the Company will respond promptly to valid notices of alleged copyright infringement.

Upon receipt of a compliant DMCA notice, the Company may remove or disable access to allegedly infringing content and may terminate repeat infringers in appropriate circumstances.

24.2 Submitting a DMCA Notice

If you believe that your copyrighted work has been infringed on the Platform, submit a written notice including the following information (as required by 17 U.S.C. § 512(c)(3)):

1. A description of the copyrighted work claimed to be infringed;
2. Identification of the infringing material and its location on the Platform;
3. Your name, mailing address, telephone number, and email address;
4. A statement of good-faith belief that the use is not authorized by the copyright owner, its agent, or the law;
5. A statement, under penalty of perjury, that the information is accurate and that you are authorized to act on behalf of the copyright owner; and
6. Your physical or electronic signature.

Designated Copyright Agent:

CtrlAltX Studios LLC

Email: legal@ctrlaltx.studio

24.3 Counter-Notification

If you believe content was removed in error, you may submit a counter-notification including:

1. Identification of the removed content and its prior location;
2. A statement under penalty of perjury that removal was due to mistake or misidentification;
3. Your name, address, telephone number, and consent to the jurisdiction of the applicable U.S. federal district court; and
4. Your physical or electronic signature.

Unless the original complainant files a court action within ten (10) business days, the Company may restore the content.

24.4 Repeat Infringers

The Company reserves the right to terminate accounts of Users who are determined to be repeat infringers.

25. GENERAL PROVISIONS

25.1 Entire Agreement

These Terms, together with all policies incorporated by reference, constitute the entire agreement between you and the Company regarding use of the Platform and supersede all prior or contemporaneous agreements or communications.

25.2 Severability

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

25.3 No Waiver

Failure to enforce any provision does not constitute a waiver of that provision or any other provision.

25.4 Assignment

You may not assign or transfer these Terms without the Company's prior written consent. The Company may freely assign these Terms in connection with a merger, sale of assets, reorganization, or similar transaction.

25.5 No Third-Party Beneficiaries

These Terms do not confer rights or remedies on any third party.

25.6 Force Majeure

The Company is not liable for delays or failures caused by events beyond its reasonable control, including acts of God, natural disasters, labor disputes, government actions, or infrastructure failures.

25.7 Notices

Notices to Users may be provided by email, Platform notification, or other reasonable electronic means. Notices to the Company must be sent to:

CtrlAltX Studios LLC

Email: legal@ctrlaltx.studio

25.8 Export Controls

You agree to comply with all applicable export control and sanctions laws and represent that you are not subject to U.S. trade restrictions.

25.9 California Consumer Notice

The Company complies with applicable California privacy laws, including the CCPA and CPRA. Details regarding personal information practices and consumer rights are available in the Privacy Policy.

25.10 Electronic Communications

You consent to receive communications electronically and agree that such communications satisfy any legal writing requirement.

26. CONTACT INFORMATION

For questions regarding these Terms, contact:

CtrlAltX Studios LLC

Email: legal@ctrlaltx.studio

By using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms.