

TERMS AND CONDITIONS

Effective Date: September 30th, 2024

Last updated: September 26, 2025

These Terms and Conditions (“Terms”) govern the use of the services provided by MEDIA LABS GROUP INC. (“we,” “us,” or “Media Labs”) via its website and related services. By purchasing any services, signing up as a creator, or participating in campaigns through Media Labs, brands (“Brands”) and creators (“Creators”) agree to be bound by these Terms, which form a binding legal agreement between the respective party and Media Labs.

By using our services, you confirm that you have read, understood, and agree to these Terms and Conditions.

1. GENERAL TERMS

1.1 Acceptance of Terms

By purchasing services through the Media Labs platform, whether as a Brand or a Creator, you agree to these Terms. If you do not agree to these Terms, you may not use our services.

1.2 Amendments

We reserve the right to amend or modify these Terms at any time. Any such changes will be effective immediately upon being posted on our website. Your continued use of our services following any changes to the Terms constitutes your acceptance of those changes.

1.3 Account Registration

Brands and Creators must provide accurate and complete information when registering for an account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

1.4 Eligibility

You represent and warrant that you are at least 18 years old and legally capable of entering into contracts under applicable law. If you are using our services on behalf of a company or other legal entity, you warrant that you are authorized to bind that entity to these Terms.

2. CREATORS' TERMS

2.1 Creator Information

By purchasing services or accepting brand deals through Media Labs, you agree to provide us with accurate personal information, including but not limited to:



Media Labs

MEDIA LABS GROUP INC.
101 E Camino Real, Boca Raton, FL 33432
E: hello@medialabs-co.com

- Full name
- Address
- Age
- Social media account names
- Gross Merchandise Value (GMV) generated via social media platforms

You agree that we may share this information with Brands as necessary for the execution of campaigns, collaborations, or brand deals.

2.2 Spark Codes and Content Usage

Once accepted into a brand deal, you agree to provide spark codes for the videos created as part of the campaign. You further agree that the content created under retainer agreements with Brands may be used by those Brands for:

- Spark ads on TikTok
- Advertisements across all other social media platforms (Facebook, Instagram, YouTube, etc.)

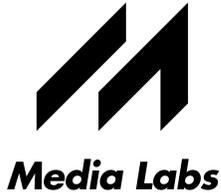
You grant Media Labs a worldwide, non-exclusive, perpetual right to use, reproduce, distribute, and display the content you produce for any campaigns under a retainer agreement, including granting Brands the right to use such content for advertising purposes.

2.3 Non-Solicitation of Creators and Competition

As a Creator, you agree not to solicit, engage, or attempt to engage with other creators within the Media Labs community (e.g., Discord or other platforms) in any way that would result in circumventing Media Labs for your own benefit. You further agree not to start or participate in any competing business that directly competes with Media Labs for a period of one year after the termination of your relationship with Media Labs.

2.4 Confidentiality and Disclosure of Information

You agree not to disclose any confidential information shared within the Media Labs community (including Discord channels, communications, or campaigns) to any third parties without prior written consent. This includes but is not limited to campaign strategies, client lists, financial data, and other proprietary information.



2.5 Ownership of Content

All content created by you under retainer campaigns remains your intellectual property; however, by accepting a brand deal, you grant Media Labs and the respective Brand a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, and display the content for commercial purposes, including in advertisements on social media platforms. You also agree to allow Media Labs and Brands to use your likeness, name, and performance as part of the promotion of campaigns.

2.6 Cancellation of Memberships

Subscriptions: Subscriptions are recurring monthly payments. To avoid being charged for the next billing cycle, you must cancel your subscription before your renewal date. Once a subscription has renewed, no refunds will be issued.

Payment Plans: By enrolling in a payment plan, you agree to pay the full amount of the course or service as specified in the plan. Payment plans are not subscriptions; they are commitments to pay for the product or service in installments over time.

Payment plans cannot be canceled, as they reflect your agreement to complete the full payment. However, if you are experiencing financial difficulties and need assistance, please contact an administrator in our community or reach out to Whop support for further guidance.

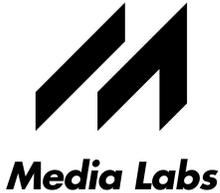
2.7 Anti-Poaching Policy

Creators are strictly prohibited from soliciting, recruiting, or attempting to divert other creators within the Media Labs community to join competing communities, platforms, or brands. This prohibition includes, but is not limited to:

- Direct outreach to creators for the purpose of recruiting them to another community or brand;
- Promotion of alternative communities, brands, groups, or training offerings intended to take creators away from Media Labs;
- Encouraging or facilitating creators to terminate or circumvent their relationship with Media Labs for the benefit of another business or brand.

Any conduct that constitutes poaching or circumvention of Media Labs' relationships with its creators will be deemed a material breach of these Terms. In the event of such a breach, Media Labs reserves the right to:

- Immediately terminate or suspend the Creator's account and access to Media Labs services; and



- Retain any fees or payments previously made by the Creator to Media Labs (no refund), as such conduct is considered to be directly injurious to Media Labs' business and proprietary relationships.

Media Labs further reserves the right to pursue any additional remedies available under law or equity to protect its legitimate business interests, including injunctive relief and damages.

3. BRANDS' TERMS

3.1 Confidentiality and Data Protection

As a Brand, you agree not to disclose any confidential information provided by Media Labs, its creators, or other clients to any third parties without prior written consent. Confidential information includes, but is not limited to:

- Personal details of creators (e.g., names, addresses, account details)
- Campaign performance data (e.g., GMV, engagement metrics)
- Media Labs' internal business processes and strategies

3.2 Non-Solicitation of Creators

During the term of your engagement with Media Labs and for one year thereafter, you agree not to solicit, hire, or engage directly with any Creator that you were introduced to via Media Labs without our written consent. This clause aims to protect Media Labs' relationships with its creators.

3.3 Content Usage Rights

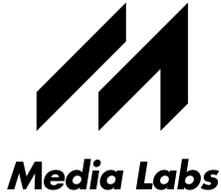
By accepting content from Creators under a retainer or other campaign, you agree to use such content only in accordance with the usage rights granted by the Creator and Media Labs. You acknowledge that all content created by Creators remains their intellectual property unless otherwise specified, and that Media Labs grants you a non-exclusive, worldwide license to use the content solely for the purposes of advertising on social media platforms.

3.4 Data Sharing Restrictions

Brands are prohibited from sharing creator-related data (such as names, addresses, social media accounts, GMV, etc.) with any third parties, except where required for the fulfillment of campaigns and only with Media Labs' prior written approval.

3.5 Competition Clause

As a Brand, you agree not to create, fund, or otherwise engage in any business that directly



competes with Media Labs for a period of one year after the termination of your engagement with us. This includes, but is not limited to, creating a platform or service similar to Media Labs that facilitates creator-brand collaborations.

3.6 Brand Payments

By making a payment, the Brand acknowledges and agrees that all payments are final and non-refundable. These funds are directly allocated to creators, brand campaign managers, and coaches to facilitate the production, management, and optimization of content for the Brand. Due to the nature of this service, chargebacks or payment disputes are not permitted. If any issues arise, our team is happy to assist in finding a resolution; please follow the Mandatory Contact requirement in Section 9.4 to report issues.

4. PAYMENT TERMS

4.1 Fees and Charges

All fees for Media Labs services, including but not limited to creator hiring, campaign management, or subscription fees, must be paid in accordance with the terms specified at the time of purchase. You agree to provide accurate and up-to-date payment information and authorize Media Labs to charge the provided payment method for all fees due.

4.2 Refunds

All purchases are final and non-refundable unless otherwise stated. Media Labs may, at its sole discretion, issue refunds or credits for exceptional cases.

5. INTELLECTUAL PROPERTY

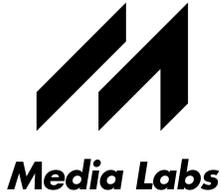
5.1 Media Labs' Intellectual Property

All content, including but not limited to text, graphics, logos, images, and software, provided by Media Labs on its website and platforms, is owned by Media Labs or licensed to us and is protected by intellectual property laws. You agree not to reproduce, distribute, or create derivative works from any of the Media Labs materials without express written permission.

6. LIMITATION OF LIABILITY

6.1 No Warranty of Results

Media Labs does not guarantee any specific outcome or level of performance from campaigns, collaborations, or the use of its services. You acknowledge that the success of any campaign is



influenced by various factors, including but not limited to market conditions, social media algorithms, and creator performance.

6.2 Limitation of Liability

In no event shall Media Labs be liable for any indirect, incidental, special, or consequential damages arising out of or related to your use of our services. Media Labs' total liability to any party, whether in contract, tort, or otherwise, shall not exceed the total amount paid by that party to Media Labs for services rendered.

7. TERMINATION

7.1 Termination by Media Labs

Media Labs reserves the right to terminate or suspend your account and access to services at any time for any reason, including but not limited to violation of these Terms or any applicable law. In the event of termination, all licenses granted under these Terms shall immediately cease.

7.2 Termination by User

You may terminate your account at any time by providing written notice to Media Labs. Upon termination, all obligations to maintain confidentiality, ownership of content, and non-solicitation shall survive.

8. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

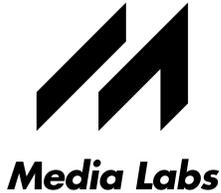
9. MISCELLANEOUS

9.1 Entire Agreement

These Terms, along with any other policies or agreements referenced herein, constitute the entire agreement between you and Media Labs and supersede all prior agreements, written or oral.

9.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.



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9.3 No Waiver

Failure by Media Labs to enforce any provision of these Terms shall not be deemed a waiver of future enforcement of that or any other provision.

9.4 Mandatory Contact for Issues

All support, billing, or account-related issues must be directed exclusively to Media Labs at hello@medialabs-co.com. Failure to contact Media Labs through this official channel may result in delays or inability to resolve the issue. Users acknowledge and agree that Media Labs shall not be held responsible for any unreported issues or for situations where users fail to follow the required process of contacting us directly. This requirement is a strict condition of these Terms.

10. SMS Program Terms

10.1 Program Description: Users who opt in will receive appointment confirmations, reminders, and occasional updates from **Media Labs**.

10.2 You can cancel the SMS service at any time by replying **STOP**. You will receive a confirmation message once unsubscribed. To rejoin, sign up again.

10.3 For help, reply **HELP** or email hello@medialabs-co.com.

10.4 Carriers are not liable for delayed or undelivered messages.

10.5 Message frequency varies. Message and data rates may apply.

10.6 For privacy-related inquiries, view our [Privacy Policy](#).

11. CONTACT INFORMATION

If you have any questions or concerns regarding these Terms and Conditions, or to report support, billing or account issues, please contact us at:

MEDIA LABS GROUP INC.
Address: 101 E Camino Real, Boca Raton, FL 33432
Email: hello@medialabs-co.com

By purchasing services or participating in any campaign through Media Labs, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.