

# iVertical Corp License Agreement

## 1. PURPOSE AND SCOPE OF AGREEMENT

This Agreement establishes the terms and conditions under which Creator shall license certain audiovisual content to iVertical for hosting, distribution, exhibition, promotion, and monetization on the iVertical platform during its soft launch phase. The Parties acknowledge that iVertical operates as a digital streaming and monetization platform for creator-driven content and that this Agreement governs the rights, obligations, and expectations related to Creator's participation on the Platform. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or employment relationship between the Parties.

---

## 2. GRANT OF LICENSE AND RIGHTS

Creator hereby grants to iVertical a worldwide, non-exclusive (except as otherwise designated for Exclusive Content), sublicensable, transferable, royalty-bearing license to:

- Host, reproduce, encode, store, stream, publicly perform, display, and distribute the Content on the Platform and through affiliated distribution channels
- Adapt, modify, compress, reformat, and transcode the Content for technical compatibility and performance optimization
- Create promotional materials, including clips, previews, thumbnails, excerpts, and marketing assets derived from the Content
- Use Creator's name, likeness, voice, trademarks (if applicable), and biographical information in connection with the marketing, promotion, and distribution of the Content and the Platform

The rights granted herein include the right to distribute Content across web, mobile applications, connected television platforms, and third-party integrations.

All rights granted herein shall remain in effect for twelve (12) months with respect to Free Content and eighteen (18) months with respect to Exclusive Content, unless earlier terminated in accordance with this Agreement.

---

## 3. CONTENT DELIVERY AND FORMAT REQUIREMENTS

Creator agrees to deliver content in accordance with the following requirements:

### A. Minimum Deliverables

Creator shall submit no fewer than three (3) audiovisual works, including at least one (1) Exclusive Content submission as described in Section 5.

### B. Format and Structure

Each submission must:

- MP4 or .MOV file produced in vertical (9:16) format; at a quality resolution of no less than 720X1280
- Be no less than fifteen (15) minutes in duration
- Be part of a structured series, show, documentary, scripted, non-scripted, or episodic format, demonstrating continuity and thematic consistency
- Provide 9:16 visual covers for the licensed content, and each episode if applicable.

### C. Technical Standards

Creator agrees that all Content shall:

- Meet iVertical's technical specifications for resolution, audio clarity, and encoding
- Be free from defects, corruption, or playback issues
- Be suitable for commercial streaming distribution

iVertical reserves the right to reject, request revisions, or remove any Content that fails to meet these standards.

---

## 4. CONTENT IDENTIFICATION AND TRACKING

For each submission, the Creator shall provide all required information and supporting details necessary for a complete and successful submission, including materials required for review, categorization, and distribution on the platform. Creator acknowledges that accurate identification of Content is a material requirement of this Agreement and is necessary for proper cataloging, monetization, and rights management.

iVertical reserves the right to:

- Assign internal identification numbers, metadata, and classification tags
- Modify naming conventions for consistency or platform presentation
- Track and Manage Content within its internal systems

Creator represents and warrants that all Content identified above is original or properly licensed and that Creator possesses full authority to grant the rights set forth in this Agreement.

## 4A. CONTENT DEFINITION

For purposes of this Agreement, “Content” means all audiovisual materials, recordings, videos, episodes, programs, and related works submitted, uploaded, or otherwise provided by Creator to iVertical under this Agreement, including, without limitation:

- All video and audio recordings, whether raw or edited
- Series, episodes, shows, and any associated installments
- Titles, formats, concepts, and program structures embodied in such works
- Thumbnails, cover art, descriptions, metadata, and supporting materials
- Clips, excerpts, trailers, previews, and promotional materials derived from the foregoing
- Any modifications, edits, adaptations, or derivative works created from the above by or on behalf of iVertical

Content shall include both Free Content and Exclusive Content as designated by Creator and accepted by iVertical under this Agreement.

For the avoidance of doubt, Content includes all materials necessary for the exhibition, promotion, and monetization of Creator’s audiovisual works on the Platform.

#### **4B. COMPETING PLATFORM**

For purposes of this Agreement, a “Competing Platform” means any digital platform, application, website, or service that distributes or monetizes audiovisual content in a manner substantially similar to the iVertical Platform.

For the avoidance of doubt, Creator shall not make any Exclusive Content that is subject to an active exclusivity period under this Agreement, or any substantially similar version thereof, available on any Competing Platform during such exclusivity period. “Substantially similar” shall include, without limitation:

- Edited, shortened, or extended versions of the same Content
- Repackaged, reformatted, or re-sequenced versions of the same Content
- Content that is materially derived from or replicates the core substance, storyline, or value of the Exclusive Content

Nothing in this Section shall restrict Creator from publishing non-exclusive or entirely different or unrelated content on other platforms.

---

#### **5. EXCLUSIVE CONTENT AND CREATOR PROMOTIONAL OBLIGATIONS**

Creator may designate certain Content as exclusive, pay-per-view, or otherwise restricted access content (“Exclusive Content”), subject to acceptance by iVertical.

With respect to all Exclusive Content, Creator agrees that such Content is intended to function as premium, monetized material available exclusively through the Platform, and Creator shall use commercially reasonable efforts to support the performance and visibility of such Content.

Creator expressly agrees to:

- Act as a promotional ambassador for iVertical in connection with Exclusive Content
- Promote such Content across Creator’s external platforms, including but not limited to social media, websites, mailing lists, and other digital channels
- Encourage Creator’s audience to access such Content through the iVertical Platform

Creator acknowledges and agrees that:

- The success, visibility, and revenue performance of Exclusive Content are materially dependent on Creator’s promotional efforts
- iVertical does not guarantee traffic, discovery, audience reach, or revenue
- Failure by Creator to actively promote Exclusive Content may adversely impact performance and monetization outcomes

Unless otherwise agreed in writing, Creator shall not make Exclusive Content available in substantially similar form on competing platforms during any designated exclusivity period.

iVertical reserves the right, in its sole discretion, to:

- Approve, reject, or reclassify Exclusive Content
- Modify presentation, pricing, or access conditions
- Determine how such Content is marketed, displayed, or distributed on the Platform

---

#### **6. REVENUE PARTICIPATION AND ECONOMIC TERMS**

Subject to Creator’s full compliance with this Agreement, iVertical shall compensate Creator based on revenue generated from the exploitation of Creator’s Content on the Platform.

##### **A. Ad-Supported Content**

Creator shall be entitled to receive seventy percent (70%) of net advertising revenue attributable to the display, streaming, or monetization of Creator’s Content through advertising mechanisms on the Platform.

##### **B. Exclusive Paid Content**

Creator shall be entitled to receive ninety percent (90%) of net revenue derived from user payments associated with access to Creator’s Exclusive Content, including pay-per-view or similar monetization models.

Creator acknowledges and agrees that:

- Revenue is variable and dependent on factors including user engagement, pricing, market demand, and Creator promotion
- iVertical does not guarantee any minimum level of revenue, earnings, or financial performance
- Revenue attribution shall be determined based on iVertical's internal systems and methodologies

All revenue calculations, allocations, and reporting shall be made by iVertical in its reasonable discretion and in good faith.

---

## **7. PAYMENTS AND FINANCIAL TERMS**

iVertical shall remit payments to Creator within forty-five (45) days following the end of the calendar month in which the applicable Content was published and generated revenue.

Each payment shall include all amounts due to Creator for such applicable monthly period.

Thereafter, payments shall continue on a monthly basis, within forty-five (45) days following the end of each calendar month, for so long as the Content continues to generate revenue on the Platform.

iVertical reserves the right to:

- Establish and enforce minimum payout thresholds
- Withhold or delay payments in cases of suspected fraud, policy violations, or unresolved disputes
- Adjust payment amounts to reflect refunds, chargebacks, processing errors, or corrections
- Offset any amounts owed to iVertical against payments due to Creator

Creator shall be solely responsible for:

- All taxes, duties, and governmental charges
- Maintaining accurate payment and tax information
- Compliance with all applicable financial reporting obligations

Failure to provide accurate payment information may result in delayed or withheld payments.

---

## **8. CREATOR REPRESENTATIONS AND WARRANTIES**

Creator represents, warrants, and covenants that:

- Creator is the sole owner of, or has secured all necessary rights, licenses, permissions, and consents required to grant the rights set forth in this Agreement
- The Content does not and will not infringe upon any copyright, trademark, trade secret, privacy, publicity, or other proprietary rights of any third party
- All individuals appearing in the Content have provided valid and enforceable releases, consents, and permissions
- The Content does not contain unlawful, defamatory, misleading, or otherwise objectionable material
- The Content complies with all applicable laws, regulations, and industry standards

Creator further agrees that:

- Creator shall not upload or submit Content that violates platform policies or applicable law
- Creator shall be solely responsible for the legality and integrity of all submitted Content

Creator retains all right, title, and interest in and to the Content, subject to the license granted herein. Except for the rights expressly granted to iVertical under this Agreement, no ownership or other rights in the Content are transferred, assigned, or conveyed to iVertical, whether by implication, estoppel, or otherwise. These representations and warranties are material to this Agreement and shall survive termination.

---

## **9. PLATFORM RIGHTS AND DISCRETION**

iVertical retains sole and absolute discretion over all aspects of the Platform and the distribution of Content, including but not limited to:

- The placement, promotion, ranking, and visibility of Content
- The design, layout, and functionality of the Platform
- The monetization structure, pricing models, and revenue mechanisms
- The inclusion or exclusion of Content in featured areas, recommendations, or promotional campaigns

Creator acknowledges and agrees that:

- iVertical makes no guarantees regarding audience reach, discoverability, or revenue generation
- Platform algorithms, recommendation systems, and promotional decisions are proprietary and subject to change at any time
- iVertical may remove, restrict, suspend, or modify Content where it determines, in its sole discretion, that such action is necessary or appropriate

Nothing in this Agreement shall be construed as creating any obligation for iVertical to promote or prioritize Creator's Content.

---

## **10. TERM AND TERMINATION**

### **A. Term**

This Agreement shall commence on the Effective Date and continue until terminated.

### **B. Termination by Creator**

Creator may terminate this Agreement upon written notice to iVertical.

### C. Termination by iVertical

iVertical may terminate this Agreement immediately upon notice if Creator:

- Breaches any provision of this Agreement
- Engages in fraudulent, unlawful, or harmful conduct
- Violates intellectual property rights

Upon termination, iVertical may remove, retain, or archive Content at its discretion.

---

### 11. INDEMNIFICATION

Creator agrees to indemnify, defend, and hold harmless iVertical, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Creator's Content
- Breach of this Agreement
- Violation of any third-party rights

This obligation shall survive termination of this Agreement.

---

### 12. LIMITATION OF LIABILITY

To the fullest extent permitted by law, iVertical shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of revenue, profits, or business opportunities.

iVertical's total liability under this Agreement shall not exceed the total amount paid to Creator during the twelve (12) months preceding the claim.

---

### 13. ARBITRATION AND DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement shall be resolved exclusively through binding arbitration.

Arbitration shall:

- Be conducted in California
- Be administered under the rules of the American Arbitration Association (AAA)
- Be conducted on an individual basis only

The Parties waive any right to:

- Trial by jury
  - Participation in class or collective actions
- 

### 14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

---

### 15. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous agreements, communications, or understandings.

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### 16. SURVIVAL

Notwithstanding any termination or expiration of this Agreement for any reason, the provisions which by their nature are intended to survive termination shall remain in full force and effect.

Without limiting the foregoing, the following Sections shall expressly survive termination or expiration of this Agreement:

- Grant of License and Rights (to the extent necessary to effectuate any continuing rights)
- Content Ownership and Restrictions
- Revenue Participation and Payment Obligations (with respect to amounts accrued prior to termination)
- Creator Representations and Warranties
- Indemnification
- Limitation of Liability
- Arbitration and Dispute Resolution
- Governing Law
- Any other provisions which, by their nature, are intended to survive

Termination of this Agreement shall not relieve either Party of any obligations accrued prior to the effective date of termination.

---

### 17. REPORTING AND TRANSPARENCY

iVertical shall maintain internal records regarding revenue generated from Creator's Content and shall make commercially reasonable efforts to provide Creator with periodic reporting reflecting such revenue.

Creator acknowledges and agrees that:

- All revenue calculations, allocations, and determinations shall be made by iVertical in its reasonable discretion and in good faith, based on its internal systems, methodologies, and accounting practices
- Reports provided by iVertical are for informational purposes and shall be deemed accurate and binding absent manifest error
- iVertical shall have no obligation to disclose proprietary financial data, platform algorithms, user data, or internal business methodologies

In the event Creator reasonably disputes a reported payment, Creator must provide written notice to iVertical within thirty (30) days of receipt of such report, specifying the basis of the dispute in reasonable detail.

Failure to timely dispute any report shall constitute acceptance of such report and a waiver of any claims relating thereto. iVertical reserves the right to correct any errors or discrepancies in reporting or payments at any time.

## **18. POST-TERMINATION MONETIZATION; CONTENT REMOVAL; RE-SUBMISSION**

### **A. Post-Termination Monetization Rights**

Creator acknowledges and agrees that, upon termination or expiration of this Agreement, iVertical may continue to host, display, and monetize any Content that was made available on the Platform prior to such termination for a commercially reasonable wind-down period, as determined by iVertical in its sole discretion.

Such continued use may include:

- Ongoing access by users who have previously purchased or been granted access to the Content
- Continued display of promotional materials, previews, or excerpts
- Fulfillment of any outstanding transactions or user entitlements

Creator shall remain entitled to any revenue generated from such post-termination monetization in accordance with the terms of this Agreement, to the extent applicable.

---

### **B. Creator Notice for Content Removal**

In the event Creator desires to remove any Content from the Platform, Creator must provide iVertical with no less than sixty (60) days' prior written notice before the intended removal date.

Creator acknowledges that:

- Such notice period is necessary to manage user access, platform operations, and existing monetization commitments
- iVertical shall have the right to continue hosting, displaying, and monetizing the Content during the notice period

Failure to provide the required notice may result in delayed removal of Content at iVertical's discretion.

---

### **C. Platform Discretion Upon Termination**

Following termination or expiration of this Agreement, iVertical shall have the right, in its sole discretion, to:

- Remove Content from the Platform
  - Retain Content for archival, compliance, or legal purposes
  - Continue limited display or access as necessary to fulfill user obligations
- 

### **D. Re-Submission of Content**

Upon the expiration or termination of the license term for any Content, Creator may submit such Content again to iVertical for consideration under a new or renewed agreement.

Any re-submitted Content shall:

- Be subject to iVertical's then-current terms, policies, and approval processes
- Not be deemed automatically accepted or reinstated
- Be treated as new Content for purposes of licensing, monetization, and distribution

iVertical shall have sole discretion to accept or reject any re-submitted Content.

## **19. FORCE MAJEURE**

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than payment obligations, except where such delay is directly caused by a Force Majeure Event) if such failure or delay is due to events beyond its reasonable control, including but not limited to:

- Acts of God
- Natural disasters
- Fire, flood, earthquake, or severe weather conditions
- War, terrorism, civil unrest, or governmental actions
- Labor disputes, strikes, or work stoppages
- Internet outages, telecommunications failures, or infrastructure disruptions
- Failures or delays of third-party service providers, including hosting platforms, payment processors, or cloud services

(collectively, "Force Majeure Event").

The affected Party shall:

- Use commercially reasonable efforts to mitigate the impact of the Force Majeure Event
- Resume performance as soon as reasonably practicable

iVertical shall not be deemed in breach of this Agreement for any interruption, delay, or failure in platform availability, content delivery, or payment processing resulting from a Force Majeure Event.

## **20. ASSIGNMENT**

iVertical may assign, transfer, delegate, or otherwise convey this Agreement, in whole or in part, without the consent of Creator, including in connection with:

- A merger, acquisition, or consolidation
- The sale of all or substantially all of its assets
- Corporate restructuring or reorganization

This Agreement shall be binding upon and inure to the benefit of iVertical's successors and assigns.

Creator may not assign, transfer, delegate, or otherwise convey this Agreement, in whole or in part, without the prior written consent of iVertical, which may be granted or withheld in iVertical's sole discretion.

Any attempted assignment by Creator in violation of this provision shall be null and void.

## **21. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by electronic means, including but not limited to PDF, scanned transmission, or electronic signature platform, shall be deemed to have the same legal effect, validity, and enforceability as delivery of an original signed copy.

## **22. NOTICES**

All notices, requests, demands, and other communications required or permitted under this Agreement ("Notices") shall be in writing and shall be deemed given when:

- Delivered personally
- Sent by a nationally recognized overnight courier
- Sent by certified or registered mail (return receipt requested)
- Sent by electronic mail (email), provided that receipt is confirmed

Notices to iVertical shall be sent to the email address or physical address designated by iVertical for such purposes.

Notices to Creator shall be sent to the contact information provided by Creator at the time of entering into this Agreement, or as subsequently updated by Creator in writing. Each Party shall be responsible for maintaining accurate and current contact information. Failure to update such information shall not invalidate any Notice properly sent in accordance with this Section.

Notices shall be deemed effective:

- Upon receipt if delivered personally
- One (1) business day after dispatch if sent by overnight courier
- Three (3) business days after mailing if sent by certified or registered mail
- Upon confirmation of transmission if sent by email

## **23. INDEPENDENT REVIEW AND NO RELIANCE**

Creator acknowledges and agrees that:

- Creator has had the opportunity to review this Agreement and to consult with independent legal counsel of Creator's choosing prior to execution
- Creator fully understands the terms, conditions, and legal effect of this Agreement
- Creator is not relying on any representations, statements, or promises made by iVertical or its representatives that are not expressly set forth in this Agreement

Creator further acknowledges that this Agreement shall not be construed against either Party as the drafter.

## **ACKNOWLEDGMENT, AUTHORITY, AND EXECUTION**

By signing below, Creator represents, warrants, and agrees that:

- Creator has read this Agreement in its entirety and fully understands its terms and conditions
- Creator voluntarily agrees to be legally bound by all provisions set forth herein
- Creator has the full legal right, power, and authority to enter into this Agreement and to grant the rights described herein
- Creator is the owner of, or has secured all necessary rights, permissions, and authority to license the Content under this Agreement

- Creator is of legal age and sound mind, and is not under any duress, coercion, or undue influence in executing this Agreement

If Creator is entering into this Agreement on behalf of an entity, Creator further represents and warrants that they have full authority to bind such entity to the terms of this Agreement.

The Parties agree that this Agreement may be executed by electronic signature, including but not limited to signatures provided through digital signature platforms, scanned signatures, or other electronic means, and that such electronic signatures shall be deemed to have the same legal effect, validity, and enforceability as original handwritten signatures.

---

## **iVERTICAL CORP TERMS OF USE**

---

### **Effective Date:**

These Terms of Use (“Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and **iVertical, Inc.**, a corporation organized under the laws of California (“iVertical,” “Company,” “we,” “us,” or “our”), governing your access to and use of the iVertical platform, including all content, functionality, products, and services offered through the platform (collectively, the “Platform”).

By accessing, browsing, registering for, or otherwise using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must immediately discontinue use of the Platform.

---

### **1. ELIGIBILITY AND AUTHORITY**

You represent and warrant that you are at least eighteen (18) years of age or the age of majority in your jurisdiction, whichever is greater, and that you possess the full legal right, power, and authority to enter into and comply with these Terms.

You further represent that:

- You are not subject to any legal restriction that would prohibit your use of the Platform
- Your use of the Platform will not violate any applicable law, regulation, or contractual obligation

iVertical reserves the right, in its sole discretion, to deny access to or terminate the accounts of users who fail to meet eligibility requirements or who provide false or misleading information.

---

### **2. PLATFORM SERVICES AND NATURE OF CONTENT**

The Platform is a digital streaming service that enables Users to access audiovisual content, including free, ad-supported, and paid or exclusive content made available by independent third-party creators.

You acknowledge and agree that:

- Content available on the Platform is produced, uploaded, and controlled by independent creators, not iVertical
- iVertical does not guarantee the accuracy, legality, quality, or reliability of any content
- Content availability is subject to change based on licensing, creator decisions, or platform policies

iVertical reserves the right, at any time and without notice, to modify, suspend, restrict, or discontinue any aspect of the Platform, including features, functionality, or content availability.

---

### **3. USER ACCOUNTS AND SECURITY**

Access to certain features of the Platform may require registration and creation of an account.

By creating an account, you agree to:

- Provide accurate, current, and complete registration information
- Maintain the confidentiality of your account credentials
- Promptly notify iVertical of any unauthorized access or use

You are solely responsible for all activities conducted under your account, whether authorized or unauthorized.

iVertical reserves the right, in its sole discretion, to:

- Suspend, restrict, or terminate accounts
- Reclaim usernames
- Refuse or cancel registrations

where we determine that a user has violated these Terms or engaged in conduct that may harm the Platform or its users.

---

### **4. LICENSE TO ACCESS CONTENT**

Subject to your compliance with these Terms, iVertical grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and stream content solely for your personal, non-commercial use.

This license does not grant you any ownership rights in the content or Platform.

You expressly agree that you shall not:

- Copy, reproduce, distribute, publicly perform, or otherwise exploit any content
- Download or permanently store content unless explicitly permitted
- Circumvent, disable, or interfere with digital rights management or security features
- Use any automated systems, bots, or scraping technologies to access the Platform

Any unauthorized use of content or the Platform shall constitute a material breach of these Terms and may result in immediate termination and legal action.

---

## **5. PAYMENTS, BILLING, AND TRANSACTIONS**

The Platform may offer paid content, including pay-per-view or other transactional access.

By making a purchase, you agree that:

- You are authorized to use the selected payment method
- All transactions are final and non-refundable, except where required by applicable law
- You will not initiate chargebacks or fraudulent disputes

iVertical reserves the right to:

- Modify pricing, fees, and payment structures at any time
- Offer promotions, discounts, or limited-time pricing
- Refuse, cancel, or reverse transactions where fraud, abuse, or error is suspected

All payments are processed through third-party payment providers, and iVertical disclaims liability for errors, delays, or failures caused by such providers.

---

## **6. CONTENT AVAILABILITY AND ACCESS LIMITATIONS**

You acknowledge that access to content on the Platform is not guaranteed and may be subject to interruption, modification, or discontinuation at any time.

iVertical does not guarantee:

- Continuous or uninterrupted access to the Platform
- Availability of any specific creator or content
- Compatibility across all devices or locations

Content may be removed or restricted without notice due to licensing limitations, creator actions, legal requirements, or internal policies.

---

## **7. PROHIBITED CONDUCT**

You agree not to engage in any activity that:

- Violates any applicable law or regulation
- Infringes upon the rights of others, including intellectual property rights
- Harasses, threatens, or harms other users or creators
- Interferes with the operation, security, or integrity of the Platform
- Attempts to gain unauthorized access to systems, accounts, or data
- Circumvents payment systems or access controls

iVertical reserves the right to investigate any suspected violations and to take appropriate action, including account suspension, termination, and legal enforcement.

---

## **8. INTELLECTUAL PROPERTY RIGHTS**

All rights, titles, and interest in and to the Platform, including its software, design, trademarks, branding, and underlying technology, are owned by or licensed to iVertical.

All content remains the property of its respective creators or licensors.

Nothing in these Terms shall be construed as granting you any ownership or proprietary rights in the Platform or its content.

## **9. DISCLAIMER OF WARRANTIES**

The Platform is provided on an “as is” and “as available” basis, without warranties of any kind, whether express or implied.

To the fullest extent permitted by law, iVertical disclaims all warranties, including but not limited to:

- Merchantability
- Fitness for a particular purpose
- Non-infringement
- Accuracy or reliability of content

Your use of the Platform is at your sole risk.

---

## **10. LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, iVertical shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, data, goodwill, or business opportunities.

In no event shall iVertical’s total cumulative liability exceed the total amount paid by you to the Platform, if any, in the twelve (12) months preceding the event, giving rise to the claim.

---

## **11. TERMINATION AND SUSPENSION**

iVertical may, in its sole discretion and without prior notice, suspend, restrict, or terminate your access to the Platform for any reason, including but not limited to:

- Violation of these Terms

- Fraudulent, abusive, or unlawful conduct
- Security concerns or legal obligations

Upon termination, all rights granted to you under these Terms shall immediately cease.

---

## 12. ARBITRATION AND DISPUTE RESOLUTION

Any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Platform shall be resolved exclusively through binding arbitration.

Arbitration shall:

- Be conducted in California
- Be administered in accordance with the rules of the American Arbitration Association (AAA)
- Be conducted on an individual basis only

You expressly waive the right to:

- A trial by jury
- Participate in any class, collective, or representative action

---

## 13. GOVERNING LAW

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

---

## 14. MODIFICATIONS AND UPDATES

iVertical reserves the right to modify or update these Terms at any time, in its sole discretion.

Updated Terms shall become effective upon posting. Your continued use of the Platform after such changes constitutes your acceptance of the revised Terms.

---

## 15. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and iVertical regarding your use of the Platform and supersede all prior or contemporaneous agreements, communications, or understandings.

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

---

# iVERTICAL PRIVACY POLICY

---

## Effective Date:

This Privacy Policy ("Policy") describes how iVertical. ("iVertical," "Company," "we," "us," or "our") collects, uses, discloses, and protects information obtained from users ("User," "you," or "your") in connection with your access to and use of the iVertical platform (the "Platform"). By using the Platform, you acknowledge that you have read and understood this Policy.

---

## 1. INFORMATION WE COLLECT

We may collect the following categories of information:

### A. Personal Information

Information that identifies you directly, including:

- Name
- Email address
- Account credentials
- Billing and transaction information (processed via third parties)

### B. Usage Data

Information regarding how you interact with the Platform, including:

- Content viewed
- Viewing duration and engagement
- Navigation behavior
- Search activity

### C. Device and Technical Information

Including but not limited to:

- IP address
- Device type and operating system
- Browser type
- Network and connection data

### D. Transaction Information

Details relating to purchases, subscriptions, and payment activity conducted through the Platform.

---

## 2. HOW WE USE INFORMATION

We process collected information for legitimate business purposes, including:

- Operating, maintaining, and improving the Platform
- Processing transactions and facilitating payments
- Personalizing content recommendations and user experience
- Monitoring performance, analytics, and user engagement
- Detecting, preventing, and addressing fraud, abuse, and security issues
- Complying with legal and regulatory obligations

We may also use information to communicate with you regarding updates, promotions, or platform-related notices.

---

## 3. LEGAL BASIS FOR PROCESSING (IF APPLICABLE)

Where required by applicable law, we process personal data based on:

- Performance of a contract
- Legitimate business interests
- Compliance with legal obligations
- User consent (where applicable)

## 4. DISCLOSURE OF INFORMATION

We may share information with third parties in the following circumstances:

- With payment processors to facilitate transactions
- With service providers performing hosting, analytics, or operational functions
- With legal authorities where required by law or to protect rights and safety
- In connection with a merger, acquisition, or sale of assets

We do not sell personal information to third parties.

---

## 5. COOKIES AND TRACKING TECHNOLOGIES

We use cookies and similar technologies to:

- Enhance platform functionality
- Analyze usage patterns
- Personalize content and user experience

You may control cookie settings through your browser; however, disabling cookies may affect platform performance.

---

## 6. DATA RETENTION

We retain personal information for as long as necessary to:

- Fulfill the purposes outlined in this Policy
- Comply with legal obligations
- Resolve disputes and enforce agreements

We may retain certain information after account termination where required for legal or operational purposes.

---

## 7. DATA SECURITY

We implement commercially reasonable administrative, technical, and physical safeguards designed to protect your information. However, no system is completely secure, and we cannot guarantee absolute protection against unauthorized access, loss, or misuse.

---

## 8. USER RIGHTS

Subject to applicable law, you may have the right to:

- Access your personal information
- Request corrections or deletion
- Restrict or object to processing
- Request data portability

Requests may be subject to verification and legal limitations.

---

## 9. CHILDREN'S PRIVACY

The Platform is not intended for individuals under the age of 18. iVertical does not knowingly collect personal information from minors. If such information is identified, it will be removed.

---

## 10. INTERNATIONAL USE

If you access the Platform from outside the United States, you acknowledge that your information may be transferred and processed in jurisdictions with different data protection laws.

---

## 11. MODIFICATIONS TO POLICY

We reserve the right to update this Policy at any time. Changes will be effective upon posting. Continued use of the Platform constitutes acceptance of the updated Policy.

---

## **12. ENTIRE POLICY**

This Policy forms part of your agreement with iVertical and should be read in conjunction with our Term

Got it. Here's a clean, strong, **single-paragraph version** that does exactly that:

---

By submitting any content, materials, or media through this platform, you acknowledge and agree that you have read and accept the Terms of Service and Licensing Agreement of **iVertical Corp**, including its affiliates and related entities. You further agree that your submission constitutes a legally binding electronic signature, and that you are entering into a binding agreement with iVertical Corp under applicable electronic signature laws.