

Instill User Terms & Conditions

Effective Date: [8/25/2021]

The following Terms & Conditions (we'll call them the "Terms") are made and entered into by you as a User (defined below) and Good Tripper LLC, a California limited liability company ("Instill," "we," "us," and "our") that owns and operates the Instill platform that hosts content from a content owner or licensor ("Creator"). These Terms govern your access and use of our online platform that allows Users to stream video programs, view content, and purchase products (the "Platform") from the Creator through Creator-branded websites and applications ("Services"), which we own and operate. By using the Platform and Services, you agree to abide by these Terms and any applicable modifications. Please read these Terms and our Privacy Policy carefully before using the Platform and Services. Your access to and use of the Platform and Services is conditioned upon your acceptance of and compliance with these Terms. These Terms describe your rights and responsibilities when using the Platform and Services. Unless explicitly stated otherwise, any new features that augment or enhance the current Platform and Services shall be subject to these Terms.

These Terms are applicable to all persons who use, access, or engage with the Platform or Services, including authorized users representing an accountholder (collectively, "Users," and each, a "User"). By clicking the applicable button or otherwise indicating acceptance of these Terms, or by accessing or using the Platform or Services, you agree to be bound by these Terms.

1. Eligibility & Acceptance

a. Children.

You must be at least 16 years of age to create an account and access or use the Platform and Services. You may not access the Platform or Services if (a) you do not agree to these Terms; (b) you have previously been suspended or removed from using the Platform and Services; (c) the laws of the country in which you reside prohibit use of the Platform and Services in accordance with these Terms; or (d) your use of the Platform and Services breaches any other agreement to which you are a party. If applicable, by granting your child permission to use the Platform and Services through your account, you agree and understand that you are responsible for monitoring and supervising your child's usage. If you believe your child is using your account and does not have your permission, please contact us immediately so that we can disable access.

b. Consent & Authority.

By creating an account, viewing videos, making a purchase, downloading Creator-branded applications that we power, or otherwise visiting or using the Services, you accept this Agreement and consent to contract with us electronically. If you are an entity other than a natural person, the person who

registers the account or otherwise uses the Platform and Services must have the authority to bind the entity. In this context, “you” means both the entity and each person who is authorized to access the account. By continuing to use the Platform and Services, you accept any revised Agreement.

c. Other Restricted Users.

You may not create or maintain an account if you are a member of a terror or hate group. You may not purchase any goods or services from or through Instill if you are (a) located in a country that is subject to a U.S. Government embargo or has been designated by the U.S. Government as a terrorist-supporting country; or (b) listed on any U.S. Government list of restricted parties.

2. Account

a. Accounts

You must create an account in order to access and use the Platform and Services. To do so, you must provide an email address and other required information. By creating an account, you agree to receive notices from Instill and the Creator via email and through the Platform and Services.

By granting your child permission to use the Services through your account, you agree and understand that you are responsible. For monitoring and supervising your child’s usage. If you believe your child is using your account and does not have your permission, please contact us immediately so that we can disable access.

You are responsible for all activity that occurs under your account, including unauthorized activity. You must safeguard the confidential of your account credentials. If you are using a computer that others have access to, you must log out of your account after each session. If you become aware of unauthorized access to your account, you must change your password and notify us immediately.

b. User Verification

You give us permission to obtain, verify, and record information that identifies you as a User or authorized by such User. We may ask for information, such as name, email address, and other information, that will allow us to identify you as a User or otherwise verify your authority to act on behalf of such User. We may also ask to see your driver’s license or other identifying documents. We may, at our discretion, decline to offer the Services or otherwise respond to a request for any reason, including in the event that we are unable to verify your identity or authority.

3. Streaming & Payment Options

Creators may offer free trials, discounts, rental, subscription, and purchase streaming and payment options through the Platform and Services.

a. Free Trials & Discounts.

Creators may offer free trials or discounted subscriptions. When a free trial period ends, the paid subscription begins (unless you have cancelled) and you must pay the full monthly or annual fee. If a Creator provides a discount for the first subscription period, you must pay the discounted fee; in any renewal, you must pay the full fee. **If a Creator offers a free trial period, your payment method will be charged at the end of the free-trial period unless you cancel before the end of that period.**

b. Rentals.

Rentals allow Users unlimited streaming of the Creator content on the Platform and Services, as stated at the time of rental, for a set rental period, and upon payment of the rental fee.

c. Subscriptions.

Subscriptions allow Users unlimited streaming of the Creator content on the Platform and Services for the duration of the subscription period, upon and subject to payment of recurring subscription fees.

To the extent permitted by applicable law, subscriptions may automatically renew for the subscription period until you cancel. If so, your payment method will be charged at the beginning of each subscription period. To pause or cancel a subscription, visit your account page. Your changes will be applied to your next subscription period.

d. Purchases.

Purchases allow Users unlimited streaming of the Creator content on the Platform and Services, as stated at time of purchase, and in some cases, allows Users to download the content, upon payment of the purchase fee. The Creator may add, remove, or restrict content on the Platform and Services, and change the streaming and payment options on their content at any time.

To make a purchase, you must provide a valid payment method. We may apply taxes, including VAT (value-added tax), to any charges. Prices and other terms of purchase are subject to change. If a Creator provides you access to Creator

content on a free basis, such access will be deemed a “purchase” for the purpose of this Agreement.

ALL RENTALS, SUBSCRIPTIONS, AND PURCHASES, INCLUDING ALL PROCESSED RECURRING FEES, ARE FINAL AND NON-REFUNDABLE.

e. In-App Purchase.

Creators may allow you to purchase subscriptions within mobile apps you download. When you make such “in-app” purchases, you will be billed by the mobile app platform, not us. To turn off automatic renewal for subscriptions, access your mobile app platform’s account settings. Any billing inquiries should be directed to the mobile app platform.

4. Content & Licenses

a. Creator Apps.

If you download a Creator application that we power (an “**App**”) that operates on a third-party platform (e.g., iOS, Roku): (i) you have the right to use such App for your personal, non-commercial use on devices permitted by the platform operator; (ii) as between Instill and the platform operator (but without creating any obligation by Instill), Instill shall be responsible for the Apps and their content and providing any warranty, support, or indemnification with respect to such Apps as required by law; and (iii) the platform operator shall have the right to enforce the terms of this clause with respect to your use of the App.

b. Your Content; Feedback.

To the extent that you submit any content to us (i.e. in your profile, a comment, or forum) (“Your Content”), you grant Instill an irrevocable, worldwide, non-exclusive, transferable, sublicensable, royalty-free, perpetual right and license to use, copy, modify, adapt, transmit, distribute, license, and publicly perform and display Your Content in any and all media now known or hereinafter devised for any purpose whatsoever. Your Content must comply with these Terms. If any part of Your Content consists of your making suggestions to us on improving our products or services, we may use your suggestions without any compensation to you.

You are solely responsible for all of Your Content. You represent and warrant that you own all Your Content or have all rights that are necessary to grant Instill the license rights in Your Content under these Terms. You may generally remove Your Content from the Platform and Services; however, you acknowledge that certain types of Your Content may not be removed from the Platform and

Services. Moreover, in certain instances, some of Your Content may not be completely removed and copies of Your Content may continue to exist on the Platform and Services. Instill is not responsible or liable for the removal or deletion of (or the failure to remove or delete) any Your Content.

c. Creator License to Users

You have a license to stream and/or download, as applicable, Creator content that is made available to you through the Platform and Services for personal entertainment purposes only and subject to these Terms. You may not (a) re-sell or use for any commercial purposes; (b) redistribute or retransmit; (c) publicly perform or display; or (d) make derivative works of any such Creator content.

d. Instill's License to Users

Instill grants you permission to use the Platform, Services, and Instill Content (as defined below) for the sole purpose of using and accessing the Platform for your personal entertainment purposes only and subject to these Terms. All rights not expressly granted by Instill are reserved.

“Instill Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and documents, information, or other materials that are posted, generated, provided, or otherwise made available through the Platform and Services by Instill, other than Your Content. Instill and its licensors exclusively own all worldwide right, title, and interest in and to the Instill Content, and also in and to the Platform and Services, including in each case all associated intellectual property rights (“Instill IP”). You acknowledge that the Platform, Services, and Instill Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Platform, Services, or Instill Content. These Terms do not convey any proprietary interest in or to any Instill IP or rights of entitlement to the use thereof except as expressly set forth herein.

e. Monitoring

Unless otherwise indicated, we have no obligation to monitor or control any of the content that is or becomes available on or through the Platform and Services. We reserve the right to review, refuse, or remove any content or account that is, in our sole discretion, unacceptable, undesirable, or otherwise in violation of these Terms; however, we have no obligation to do so. We may terminate access to the Platform and Services for Users who are found to provide content we deem, in our sole discretion, is unacceptable, undesirable, or otherwise in violation of these Terms.

5. Third-Party Links

The Platform and Services may contain links to other websites, resources, and services (“Third-Party Links”) that are not owned or operated by us, and you agree that we provide such Third-Party Links solely as a convenience and have no responsibility for the content or availability of such Third-Party Links, and that Instill does not endorse such Third-Party Links or any products or services associated therewith. Your use of such Third-Party Links will be subject to the terms and policies applicable to each such Third-Party Links.

Instill shall not be liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any Third-Party Links. Please review carefully the third party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding Third-Party Links should be directed to the third party.

6. Privacy

Please review the Creator’s Privacy Policy, which is incorporated here by reference, to learn more about the information that the Creator and Instill may collect and share about you when you use the Platform and Services, and what choices you have related to your information. By creating an account, you agree that the Creator whose content or products you access through the Platform will have access to your account information and activities, such as your purchase history and your contact information. Instill makes no representations and warranties regarding any Creator’s actions or omissions concerning your personal information.

7. Prohibited Uses

In connection with your access and use of the Platform and Services, you will not violate any applicable law, contract, intellectual property right, or other third-party right or commit a tort. You are solely responsible for your conduct while accessing or using the Platform and Services. The Platform and Services may include intellectual property that is protected under copyright, trademark, and other intellectual property laws of the United States and other countries. Such intellectual property laws generally prohibit the unauthorized reproduction, distribution, or exhibition of all text, photographic and graphic images, music, sound samplings, and other protected materials. The violation of applicable laws may give rise to civil or criminal penalties. You further agree not to:

- Violate or infringe the rights of others, including, without limitation, patent, trademark, trade secret, copyright, publicity, or other proprietary rights;

- Upload, post, email, transmit, or otherwise make available anything that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- Do or attempt anything unlawful, threatening, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, pornographic, vulgar, profane, obscene, or transmit any information or data that we deem in our sole discretion to be inappropriate for the Platform and Services;
- Victimize, harass, stalk, degrade, attack, or intimidate an individual or group of individuals on any basis, including, without limitation, religion, gender, sexual preference, race, ethnicity, age, or disability;
- Upload, post, or share any personally identifiable information or other information that might be used to identify or locate another User without their prior consent;
- Impersonate any person, business, or entity, including us, our employees, or agents, or any Creator or User, or in any way falsely states or misrepresents your affiliation with a User, Creator, person, or entity;
- Deploy anything that contains viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer, network, or mobile device;
- Bypass or circumvent measures employed to prevent or limit access to any part of the Platform or Services, including by bypassing or ignoring instructions contained in our robots.txt file that control automated access to portions of the Platform and Services;
- Use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Platform or Services, extract data, or otherwise interfere with or modify the rendering of the Platform, Services, or their functionality;
- Develop or use any third-party applications that interact with the Platform or Services without our prior written consent;
- Encourage conduct that would constitute a criminal offense or that would give rise to civil liability;
- Instigate or encourage others to commit illegal activities or cause injury or property damage to any person;
- Promote or generate revenue for any third-party business activity;

- Damage, disable, overburden, or impair our servers or networks;
- Gain or attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means;
- Reverse engineer any aspect of the Platform or Services, or do anything that might discover source code;
- Reproduce (other than standard website page caching), create derivative works of, publicly perform, publicly display, distribute, sell, rent, lease, timeshare, or otherwise commercially exploit the Platform and Services, in whole or in part; and
- Otherwise interferes with the use or enjoyment of the Platform and Services by others or violates these Terms or any guidelines, instructions, or policies posted on the Platform and Services.

We may take any legal and technical remedies available to us to prevent the violation of and otherwise enforce these Terms.

8. Termination or Suspension of Access

Your use of the Platform and Services is conditioned upon your affirmative consent to these Terms. You may discontinue your use of the Platform and Services at any time. If you would like to revoke your consent to the continued collection and processing of your information, or otherwise delete your account, you may do so by deleting your account or otherwise contacting us with your request at info@instillvideo.com. We reserve the right to terminate, suspend, or otherwise restrict your use of and access to the Platform, Services, or any portion thereof, with or without notice to you, at any time and for any reason whatsoever, with or without cause, in our sole discretion, including for breach of these Terms. If Instill deletes your account for breach, you may not re-register.

Additionally, we reserve the right to modify or discontinue the Platform, Services, or any portion thereof at any time with or without notice. Instill shall not be liable to you or any third party for any such termination, suspension, restriction, modification, or discontinuation. We may immediately suspend or restrict your account; suspend or restrict your access to the Platform and Services; block your ability to use any particular feature of the Platform or Services; or immediately terminate the Platform and Services, in each case with or without notice you, in the event that:

- (i) Instill has any reason to suspect or believe that you may be in violation of these Terms;
- (ii) Instill determines that your actions are likely to cause legal liability for or material negative impact to Instill;

- (iii) Instill believes that you have misrepresented any data or information or that you have engaged in fraudulent or deceptive practices or illegal activities; or
- (iv) Instill has determined that you are behind in payment of applicable fees for the Platform and Services and have not cured such non-payment within five (5) days of Instill or the Creator providing you with notice of the non-payment.

The termination of any of the Platform or Services will not affect your or Instill's rights with respect to transactions that occurred before termination. Instill will have no liability for any costs, losses, damages, penalties, fines, expenses, or liabilities arising out of or related to our termination of you.

Any sections of these Terms that by their nature should survive any such termination, will survive and remain in effect even if your access and use of the Platform and Services is terminated, suspended, cancelled, or rescinded. Upon any such termination, your right to access and use such Platform and Services will automatically terminate.

9. Copyright Infringement

As a condition of your right to use the Platform and Services, you agree to respect the intellectual property rights of others. Accordingly, you agree not to upload or post to the Platform or Services any copyrighted materials, trademarks, or other proprietary information belonging to any third party without the prior written consent of the applicable third party. You acknowledge that Instill may terminate your access to the Platform and Services if you infringe the copyright of third parties.

If you believe that your copyrighted work has been illegally uploaded or posted on the Platform or Services, you may send a written notice to the email or address listed in the "Contact Us" section of these Terms, and we will respond pursuant to the Digital Millennium Copyright Act procedure, the text of which can be found at the U.S. Copyright Office web site <http://www.copyright.gov/legislation/dmca.pdf>. We reserve all rights to seek damages and fees associated with any infringement and or fraud.

10. Disclaimer

YOUR USE OF THE PLATFORM, SERVICES, AND ANY CREATOR CONTENT IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, INSTILL PROVIDES THE PLATFORM AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. CREATORS PROVIDE CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. INSTILL AND EACH CREATOR DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING

BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

FURTHERMORE, INSTILL MAKES NO WARRANTIES REGARDING THE ACCURACY, RELIABILITY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR QUALITY OF ANY INFORMATION OR CONTENT AVAILABLE ON OR LINKED TO THE PLATFORM AND SERVICES. INSTILL CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF CREATOR OR OTHER USER CONTENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH CONTENT. INSTILL DOES NOT WARRANT THAT THE PLATFORM, SERVICES, OR INSTILL CONTENT WILL (I) MEET YOUR EXPECTATIONS OR REQUIREMENTS; (II) BE COMPLETELY SECURE OR FREE FROM ERRORS, BUGS, VIRUSES, OR OTHER HARMFUL COMPONENTS; OR (III) BE FREE FROM INTERRUPTION, THEFT, OR DESTRUCTION.

11. Limitation of Liability & Release

TO THE MAXIMUM EXTENT PERMITTED BY LAW, INSTILL, ITS PARENT, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND PARTNERS (INCLUDING CREATORS) SHALL NOT BE LIABLE FOR (I) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES; (II) DAMAGES RELATING TO ANY DISPUTE BETWEEN YOU AND A CREATOR OR OTHER INSTILL USER; OR (III) DAMAGES EXCEEDING THE GREATER OF USD \$100 OR THE AMOUNTS PAID BY YOU TO INSTILL OVER THE 12 MONTHS PRECEDING THE FILING OF YOUR CLAIM.

The foregoing limitations apply to all claims, whether based on warranty, contract, tort, or any other legal theory, whether or not Instill (or a Creator) has been informed of the possibility of such damage, and whether a remedy set forth herein is found to have failed its essential purpose. Some jurisdictions may not allow the exclusion of certain warranties or the exclusion or limitation of liability as set forth above, so these limitations above may not apply to you.

You release Instill, our affiliates, directors, officers, employees, and agents from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between and among any Users, Creators, and the acts or omissions of third parties. You expressly waive any rights you may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims that you may know or suspect to exist in your favor at the time of agreeing to this release.

12. Indemnification & Injunctive Relief

You hereby irrevocably agree to indemnify, defend, and hold Instill, our affiliates, directors, officers, employees, and agents harmless from and against any and all loss, costs, damages, liabilities, and expenses (including attorneys' fees) arising out of or related to (i) your access to or use of the Platform and Services; (ii) Your Content; (iii) your violation or alleged violation of any applicable law, rule, or regulation; (iv) your gross negligence, fraudulent activity, or willful misconduct; (v) Instill's or any other indemnified party's use of or reliance on Your Content in providing the Platform and Services, or otherwise in connection with these Terms; (vi) actions or activities that Instill or any other indemnified party undertakes in connection with the Platform and Services or these Terms at the direct request or instruction of anyone that Instill or any other indemnified party reasonably believes to be you or your authorized representative; or (vii) any third-party claim resulting from a breach by you of any of your covenants, representations, or warranties contained in these Terms.

You acknowledge that any use of the Platform and Services contrary to these Terms, or any transfer, sublicensing, copying, or disclosure of technical information or materials related to the Platform and Services, may cause irreparable injury to Instill, our affiliates, and suppliers, and under such circumstances Instill, our affiliates, and suppliers will be entitled to equitable relief, without posting bond or other security, including but not limited to, preliminary and permanent injunctive relief.

13. General Legal Information

These Terms and your use of the Services is governed by, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, and the United States of America, with regard to matters subject to federal jurisdiction, such as copyright. You hereby irrevocably consent to the exclusive jurisdiction of the courts of the State of California and Central District of California for such purposes and, to the extent permitted by law.

If you choose to access the Services from a location outside the United States, you do so of your own initiative and you alone are responsible for compliance with local laws. Under no circumstances are we responsible for ensuring that the Services are in compliance with the local laws of jurisdictions outside the United States.

No software from the Services may be downloaded, exported, or re-exported in violation of any law including, without limitation, to countries that are subject to U.S. export restrictions.

No third parties shall have any rights under these Terms, except that Creators may enforce the Terms against you, and indemnified parties may enforce indemnification rights.

Neither Instill nor any Creator shall be liable for any failure or delay in performance of its obligations under these Terms arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; natural disasters; wars; civil or military disturbances; sabotage; strikes; epidemics; riots; power failures; computer failure; loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes, acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

These Terms contain the entire understanding and supersede all prior understandings between you and us relating to your use of the Services and cannot be changed or terminated orally. If any provision of these Terms is found to be illegal or unenforceable by a court of competent jurisdiction, these Terms will be deemed modified to the extent necessary to make them legal and enforceable and will remain, as modified, in full force and effect. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

14. Changes and Notice

We reserve the right to revise these Terms from time to time, in our sole discretion, and will notify you before we make any material changes to give you an opportunity to review the revised terms before continuing to access or use the Services. We will update the “Effective Date” of these Terms accordingly. By using the Services, you agree that we may provide required notices, agreements, and other information concerning the Services to you electronically by posting on the home page or elsewhere on the Services. If you do not agree to the Terms or revisions of the Terms, you may no longer use the Services.

15. Contact Us

If you have any questions about these Terms or the Services, please contact us at info@instillvideo.com.

Good Tripper LLC is located at
1434 Abbot Kinney Blvd.
Venice, CA 90291

If you are a California resident, you may report complaints regarding the Services by contacting the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs at:

Department of Consumer Affairs
Consumer Information Division
1625 North Market Blvd., Suite N 112
Sacramento, CA 95834

Phone Number: (800) 952-5210