

TERMS & CONDITIONS INFLUENCERS

These terms and conditions create a contract between you and DODO STREAM (the "Agreement"). Please read the Agreement carefully. To confirm your understanding and acceptance of the Agreement, click "Agree."

The Terms & Conditions were entered into between the INFLUENCER and DODO STREAM LLC upon the INFLUENCER clicking AGREE on the Influencer Dashboard, with the following purposes and conditions:

1. **DODO STREAM, Inc.** developed a solution which enables the real-time collection and distribution of receipts for streaming of films on Social Media platforms like but not restricted to Tik Tok, Instagram, Facebook and Twitter (Influencers).
2. **The party and parties represented by the party who clicked AGREED will implement the SOLUTION into its Social Media account to ensure the display of the FILMS with fair compensation of their rights holders.**
3. NOW THEREFORE, in consideration of the premises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. DEFINITIONS

"AGREEMENT" shall mean the hereby PARTNER STREAMING SITE AGREEMENT including Exhibit A, construed as the only contractual relationship between the PARTIES.

"CHAIN OF TITLE" shall mean all rights, including the STREAMING RIGHTS, attached to the FILMS.

"DATA CONTROLLER" shall mean the natural or legal person, public authority, department or other body which, alone or jointly with others, determines the purposes and means of the processing.

"DOCUMENTATION" shall mean any and all documentation attached to the SOLUTION to facilitate its integration in the Social Media account.

"FILMS" shall mean the films accessible through the SOLUTION whose STREAMING RIGHTS are exclusively held by RIGHTS HOLDER.

"I&L REGULATION" shall mean the regulations in force applicable to the processing of personal data and, in particular, French Law No. 78-17 of 6 January 1978 on data processing, as amended by Regulation (EU) No. 2016/679 of the European Parliament and Council of 27 April 2016 ("GDPR") applicable as from 25 May 2018, as well as any regulations supplementing, amending or replacing the latter.

"INFLUENCER" shall mean a person who holds a Social Media account and shares posts with links to stream films from the DODO STREAM LIBRARY with their friends and followers and allow the streaming of FILMS and the related payment by USER for access to FILMS through the SOLUTION, as identified by DODO STREAM which are under a specific partnership agreement with DODO STREAM.

"LIBRARY" shall mean the library of FILMS displayed on the **Social Media account.**

"PARTIES" shall mean DODO STREAM and all parties represented upon clicking AGREED as collectively referred to under the hereby AGREEMENT.

"PERSONAL DATA" shall mean any information relating to a natural person identified or identifiable in a direct or indirect way.

DODO STREAM, Inc.
2810 North Church Street Wilmington, DE 19802 US

“**RIGHTS HOLDER**” shall mean any and all rights holder which holds the STREAMING RIGHTS to the FILMS.

“**SERVICES**” shall mean any services provided by DODO STREAM to the **INFLUENCER** under the hereby AGREEMENT, as specifically described in Section 2.

“**SOCIAL MEDIA ACCOUNT**” shall mean any account connected to social media held by the person entering into the agreement. May be shortened to “**SoMe**” in the contract.

“**SOLUTION**” shall mean the software technology developed by DODO STREAM that enables the SERVICES to be provided to an INFLUENCER.

“**STREAMING RIGHTS**” shall mean the exploitation rights held by RIGHTS HOLDER required to view and to monetize the FILMS on the PLATFORM.

“**TRANSACTIONS**” shall mean any transaction made by USER through its XDai deposit to access to the FILMS on the **WEBSITE or SoMe**.

“**USER**” shall mean any viewer of the FILMS through the **SoMe platform** who is accessing the FILMS pursuant to the **TRANSACTIONS**.

“**WHITE LABEL WEBSITE**” or “**WEBSITE**” shall mean a white label website providing access to FILMS through a peer-to-peer CDN network and accessible at the website registered in the RFR or Influencer login.

“**DODO STREAM**” shall mean the company with VAT number 918 596 097 located at 2810 North Church Street Wilmington, DE 19802 US.

“**DODO STREAM BRAND**” shall mean any and all DODO STREAM's logo and/or registered trademarks.

2. DODO STREAM SERVICES

2.1. DODO STREAM agrees to provide access to the SOLUTION as set forth in Exhibit A to the **INFLUENCER**, to be implemented in the **SoMe**

account in accordance with its usual and customary business processes.

2.2. Within thirty (30) days of the execution of this AGREEMENT, the PARTIES hereto shall work together to implement the SERVICES integrating the SOLUTION in a WHITE LABEL WEBSITE. Each party shall use its commercially reasonable efforts to make its computer systems and communications networks (but expressly excluding communication networks and connectivity provided by a third party) available to perform the SERVICES at all times, except for normal maintenance, upgrades, planned outages.

2.3. The **INFLUENCER** agrees to provide to DODO STREAM an unlimited and unrestricted access to the WEBSITE exclusively to facilitate the integration of the SOLUTION to the WEBSITE.

2.4. DODO STREAM undertakes to provide to the **INFLUENCER** any and all DOCUMENTATION to the SOLUTION and technical assistance as required for the implementation of the SOLUTION to the WEBSITE or SoMe account.

2.5. Neither the **INFLUENCER** nor its clients may aggregate or compile the data received from DODO STREAM into a database nor join with a third party to formulate a database which competes with the SERVICES provided by DODO STREAM.

2.6. The **INFLUENCER** undertakes to not include on the WEBSITE or **SoMe posts** any porn video and/or porn film, any offensive and/or inappropriate content, any advertisement before any stream of the FILMS, and any virus. Any default to comply with Section 2.6 is a motive for termination of the AGREEMENT by DODO STREAM under the terms of below Section 3.2.

2.7. Upon implementation and integration of the SOLUTION to the WEBSITE, the INFLUENCER will have 7 (seven) days to share any and all identified technical defect(s) and DODO STREAM shall have 7 (days) to cure such identified

DODO STREAM, Inc.
2810 North Church Street Wilmington, DE 19802 US

defect(s).

2.8. Any term or condition not provided into this AGREEMENT including the Exhibit A shall not be opposable to DODO STREAM.

2.9. Other than as provided for in this AGREEMENT, the PARTIES shall not, during the term hereof, authorize or permit any third party to carry out any or all the

SERVICES rendered by DODO STREAM hereunder this AGREEMENT.

Any error and/or omission between this AGREEMENT and/or any other agreement or information, shall never be the DODO STREAM's responsibility.

3. TERM AND TERMINATION

3.1. This AGREEMENT shall be in effect for a period of 1 (one) year from the date set forth above ("initial term"). This AGREEMENT shall automatically renew for an unlimited number of one-year terms (the "Renewal Terms") unless a written notice of non-renewal is provided by either party thirty (30) days' prior to the expiration of the Initial term or any Renewal Terms.

3.2. This AGREEMENT may be terminated (i) if a party defaults in the performance of any covenant or condition set forth in this AGREEMENT, and if such default is not cured within thirty (30) days after notice from the non-defaulting party, (ii) if a party is subjected to a voluntary or an involuntary arrangement, composition, bankruptcy or other insolvency proceeding or (iii) by operation of law, (iv) if the SERVICES here under violate any law, rule or regulation.

4. DODO FEE AND INFLUENCER FEE

4.1. DODO STREAM will be entitled to retain 10% from any TRANSACTION, excluding credit card fee, VAT and green gas applicable to such

transactions, in counterpart of the performance of the SERVICES.

4.2. The INFLUENCER will be entitled to retain 20% from any TRANSACTION, excluding credit card fee, VAT and green gas applicable to such transactions in counterpart of the WEBSITE's and SoMe availability for the implementation and integration of the SOLUTION.

4.3. DODO STREAM undertakes to maintain complete and accurate records of all TRANSACTIONS regarding the FILMS throughout the TERM and will provide direct access for INFLUENCERS to such statements.

5. CHAIN OF TITLE

5.1. DODO STREAM certifies and warrants INFLUENCERS to make its best efforts that FILMS will be displayed to USER upon prior certification by RIGHTS HOLDER of the CHAIN-OF-TITLE of the FILMS.

5.2. DODO STREAM certifies and warrants INFLUENCERS to make its best efforts to prevent RIGHTS HOLDER from interfering with, frustrating or taking any action contrary to the terms of this AGREEMENT.

5.3. INFLUENCER certifies and warrants DODO STREAM to remove from the WEBSITE or SoMe post any FILM disputed by its RIGHT HOLDERS when informed in writing by DODO STREAM that such removal has been requested by RIGHT HOLDERS.

5.4. The Parties acknowledge and agree that in case of any doubt and/or questions to the certainty and accuracy of the CHAIN OF TITLE, INFLUENCER shall not terminate the AGREEMENT before allowing DODO STREAM to obtain, upon request in writing, from RIGHTS HOLDER, a certification of the RIGHTS HOLDER's STREAMING RIGHTS to the FILMS to be provided by a law firm and/or any similar competent third-party.

6. INTELLECTUAL PROPERTY

DODO STREAM, Inc.
2810 North Church Street Wilmington, DE 19802 US

6.1. SOLUTION AND DOCUMENTATION

The PARTIES acknowledge and agree SOLUTION, and attached DOCUMENTATION, are protected by all applicable copyright laws and international treaties.

All now known or hereafter known tangible and intangible rights, title, interest, copyrights and moral rights in and to the SOLUTION and to the DOCUMENTATION,

including but not limited to all images, photographs, animations, video, audio, music, text, data, computer code, algorithms, and information, are exclusively owned by DODO STREAM.

DODO STREAM grants to **INFLUENCER** a license to use the SOLUTION and attached DOCUMENTATION, including any and all DODO STREAM registered trademarks, for the purpose of the hereby AGREEMENT and for the term as stated in Section 3. **INFLUENCER** agrees that any and all use of DODO STREAM BRAND is subject to the prior approval from DODO STREAM in writing.

6.2. WEBSITE

The PARTIES acknowledge and agree WEBSITE is protected by all applicable copyright laws and international treaties.

All now known or hereafter known tangible and intangible rights, title, interest, copyrights and moral rights in and to the WEBSITE, including but not limited to all images, photographs, animations, video, audio, music, text, data, computer code, algorithms, and information, are exclusively owned by RIGHTSHOLDER, WHITE RABBIT THE WORLD IS YOURS AS and/or DODO STREAM, INC.

INFLUENCER grants to DODO STREAM a license to use the WEBSITE, including any and all **INFLUENCER** registered trademarks, for the purpose of the hereby AGREEMENT and for the term as stated in Section 3.

7. CONFIDENTIALITY

The PARTIES acknowledge that during the TERM, they may receive information from the other PARTY that is proprietary and confidential. Each PARTY will identify any such information by labeling it as "Confidential" at or near the time of disclosure. The PARTY receiving confidential information from the other will: (a) maintain the confidentiality of such information with the same degree of care, and no less than reasonable care, as it uses for its own proprietary and confidential information, (b) limit access to such confidential information to those employees

and outside contractors who have the need for such information and are under a duty of confidentiality to that PARTY, (c) not disclose the confidential information directly or indirectly to any other person or entity, and (d) will not use the confidential information for any purpose other than performance of its business under this AGREEMENT. Confidential and proprietary information does not include information which (i) becomes generally available to the public other than as a result of a disclosure by a PARTY, (ii) becomes available on a non-confidential basis from a source other than a PARTY that is entitled to disclose such information, (iii) or is required by court or similar order to be disclosed provided that a PARTY to whom the confidential or proprietary information belongs shall be given reasonable notice from the other PARTY so as to have time to seek a protective order or similar remedy prior to the disclosure of such information.

8. RELATIONSHIP OF THE PARTIES

The PARTIES will perform their obligations hereunder as independent contractors. Nothing contained in this AGREEMENT will be deemed to create any association, partnership, joint venture, or relationship of principal and agent. The PARTIES will perform their obligations hereunder in a professional and business-like manner.

DODO STREAM, Inc.
2810 North Church Street Wilmington, DE 19802 US

9. NO SOLICITATION

Each PARTY agrees that it shall not hire or solicit for employment the employees of the other PARTY during the term of this AGREEMENT or for a period of one (1) year after the termination of this AGREEMENT, without the written consent of the other PARTY.

10. AMENDMENTS

This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and permitted assigns. The provisions of this AGREEMENT shall constitute the entire agreement between the parties and

supersedes any and all previous and contemporaneous written and oral agreements and communications relating to the subject matter hereto between the parties. This AGREEMENT may be modified only by written agreement, signed by the parties.

11. NO BREACH OR VIOLATION

11.1. Each party warrants that the execution, delivery and performance of this AGREEMENT and the consummation of the transactions contemplated hereby will not result, directly or indirectly, in a breach of: (a) any term, condition or provision of or constitute a default under its certificate of incorporation or by laws of such party, or any contract other agreement or instrument to which the party is a party or by which the party is bound or affected, or (b) any law, statute or regulation or any injunction, order, award, judgment, decree of any government agency or authority or court to which the PARTY or its assets are subject. Each PARTY warrants that it has the financial capacity to perform and continue to perform its obligations under this AGREEMENT. No legal proceedings have been threatened or brought against a party that could threaten performance of this AGREEMENT and entering into this AGREEMENT is not prohibited by any contract, applicable law, governmental

regulation, or order by any court of competent jurisdiction.

11.2. The PARTIES acknowledge and agree that if it becomes illegal or impossible for reasons outside the DODO STREAM's control to carry out any of the provisions hereof, it shall incur no liability as a consequence thereof, for as long as this situation continues and during such a period it shall have no responsibility for the validity, effectiveness or enforceability hereof provided that DODO STREAM gives notice to all the PARTIES of the aforesaid situation and keeps the Parties regularly updated as to the status of events.

12. PUBLICITY

The PARTIES and their respective representatives shall use their best efforts to coordinate the substance of any public comment, statement or communication by any of them with respect to this AGREEMENT and the transactions contemplated hereby, and the terms, conditions or other aspects thereof (unless as such party is advised by its counsel that it is required to make any such comment, statement or communication by applicable law or by a court or governmental mandate, in which case the party so advised shall provide as much notice of such as is reasonably possible to the other party), and shall obtain the consent of the other party to any such proposed comment, statement or communication sufficiently prior to the release thereof for the other party to be able to comment on the substance thereof and on the necessity for making such comment, statement or communication.

13. NO ASSIGNMENT

Neither party may sell, assign, sublicense, transfer, nor otherwise convey any of its rights, duties or obligations under this AGREEMENT without the prior written consent of the other party. Any attempted sale, assignment, sublicense, transfer, or conveyance in violation of this section shall be void.

DODO STREAM, Inc.
2810 North Church Street Wilmington, DE 19802 US

14. FORCE MAJEURE

Any failure by either of the PARTIES to perform any obligation hereunder resulting from an event of "Force Majeure" shall not be deemed to constitute a breach but, if such failure continues for more than 2 (two) weeks, this AGREEMENT may be terminated by notice in writing effective 5 (five) days from the receipt of such notice. An event of Force Majeure shall mean a failure to perform an obligation hereunder

caused by any fire, earthquake, flood, extreme weather condition, epidemic disease, pandemic disease, accident, explosion, casualty, strike, lockout, riot, civil disturbance, act of public enemy (including terrorist or paramilitary organizations), embargo, war, act of God, any municipal or state ordinance or law, any legally constituted authority, whether municipal or state or by the issuance of any executive or judicial order or any other event beyond the reasonable control of the party required to perform.

15. WARRANTIES

Each of the PARTIES hereby warrants, represents and undertakes with and to each other that:

- i. it has full power and authority to enter into this AGREEMENT and to provide the SERVICES as described hereunder;
- ii. it will pay all amounts payable in respect of the SERVICES for which it is responsible;
- iii. to the best of its knowledge and belief, having made all due and diligent enquiry, there are no claims, liens or encumbrances of any nature affecting the Films or preventing DODO STREAM to provide the SERVICES;

- iv. the FILMS and all allied and ancillary rights therein do not violate or infringe any copyright, patent, trademark, trade name or contract, property or personal rights or right of privacy or other right of any person or constitute an act of unfair competition.

16. PERSONAL DATA

INFLUENCER hereby authorizes DODO STREAM to collect and store all personal data necessarily collected for the purposes of the hereby AGREEMENT, including:

- Name / First name;
- Data subject's email address;
- SoMe URL's
- Purchases connected to the account

PERSONAL DATA collected by DODO STREAM, as DATA CONTROLLER, will be processed for the purposes of (i) performing the tasks entrusted hereunder, (ii) customer management and (iii) reporting potential incidents of various kinds regarding the use of the SOLUTION. All of these processing operations are carried out on the basis of the performance of contractual obligations represented by the hereby AGREEMENT.

PERSONAL DATA collected are kept by DODO STREAM, in conditions that ensure their security and integrity, for the duration of its commercial relationship with **INFLUENCER** and for a period of 12 (twelve) months thereafter for the purpose of customer follow-up and management.

DODO STREAM undertakes, upon execution of this AGREEMENT, to record the data processing in a dedicated computer register which may be consulted by **the INFLUENCER** upon written request.

In accordance with the I&L REGULATION in full force and effect, the persons concerned have the following rights with regard to the PERSONAL DATA: right to be informed, right of access, right

DODO STREAM, Inc.
2810 North Church Street Wilmington, DE 19802 US

to rectification, right to erasure, right to limitation of processing, right to data portability, right to opposition. Data subjects may also give instructions to DODO STREAM for the retention, cancellation and communication of their PERSONAL DATA after their death.

To exercise the above rights, the data subject must send his/her request by registered letter to the following e-mail address:
help@whiterabbit.one

In case of violation of this provision, the data subject will have the right to file a complaint before the French National Commission for Information Technology and Liberties (CNIL).

17. CHANGE OF TERMS

White Rabbit may change this Agreement as allowed by applicable law. This may include changing, adding, or removing terms in response to legal, business, competitive environment or other reasons as deemed necessary. Any changes will be notified in advance by a minimum of thirty (30) days advance notice.

18. LAW AND DISPUTE SETTLEMENT

This AGREEMENT shall be construed in accordance with and governed by the laws of France. Any dispute under this Agreement will be resolved by final and binding arbitration under the IFTA™ Rules For International in effect as of the Effective Date of this Agreement (IFTA™ Rules). The arbitration will be held in the forum (Norway [Oslo](#) or Los Angeles, at plaintiff's election) and under the French governing law designated in this Agreement. The Parties will abide by any decision in the arbitration and any court having jurisdiction may enforce it.

AGREED TO AND ACCEPTED BY INFLUENCER
PRESSING "AGREED" BUTTON IN THE DASHBOARD.