

END USER LICENSE AGREEMENT

SideShift iOS Application

Effective Tuesday, July 28, 2026

IMPORTANT NOTICE

This End User License Agreement governs your installation and use of the SideShift iOS application. Your use of SideShift's marketplace, campaigns, creator engagements, payments, subscriptions, Wallet, advertising services, and related web services is also governed by the SideShift Terms of Service, Privacy Policy, Refund and Cancellation Policy, and any applicable Campaign Participation Agreement, master services agreement, order form, or other written agreement.

SideShift Corporation
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END USER LICENSE AGREEMENT

This End User License Agreement (this “EULA”) is a legally binding agreement between you and SideShift Corporation, doing business as SideShift (“SideShift,” “we,” “us,” or “our”), governing your download, installation, access to, and use of the SideShift mobile application distributed through Apple’s App Store (the “Licensed Application”).

By downloading, installing, accessing, or using the Licensed Application, you acknowledge that you have read, understand, and agree to be bound by this EULA. If you do not agree, do not download, install, access, or use the Licensed Application.

You must be at least eighteen (18) years old and legally capable of entering into a binding agreement to use the Licensed Application. If you use the Licensed Application on behalf of a business, agency, or other entity, you represent and warrant that you have authority to bind that entity.

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1. RELATIONSHIP TO OTHER SIDESHIFT AGREEMENTS

This EULA governs the software license for the Licensed Application. The SideShift Terms of Service govern your broader use of SideShift’s services, including creator and brand accounts, Campaigns, Campaign Participation Agreements, subscriptions, payments, Wallet activity, refunds, chargebacks, content rights, advertising services, non-circumvention, reviews, enforcement, and dispute resolution. The SideShift Privacy Policy explains how SideShift processes personal information. The SideShift Refund and Cancellation Policy describes applicable refund, cancellation, subscription, and Wallet rules.

Those policies and agreements are incorporated into this EULA by reference. If this EULA conflicts with the Terms of Service on a matter unrelated to the software license or Apple-required terms, the Terms of Service controls. If a valid Campaign Participation Agreement, master services agreement, order form, statement of work, or other written Additional Agreement expressly conflicts with this EULA, that Additional Agreement controls solely for its subject matter and the parties bound by it. No Additional Agreement limits SideShift's software ownership, security rights, platform enforcement authority, payment protections, disclaimers, limitations of liability, or indemnification rights unless SideShift expressly agrees in writing.

2. THE LICENSED APPLICATION

The Licensed Application provides mobile access to portions of SideShift's creator marketplace, campaign-management, messaging, analytics, content-review, and related services. Creators may use the Licensed Application to maintain profiles, connect social accounts, discover or participate in Campaigns, communicate, upload or review content, track analytics, manage selected account functions, and access other features made available by SideShift. Brand and agency users may use the Licensed Application for limited functionality, including messaging, approving social-handle requests, reviewing videos and other Deliverables, and tracking Campaign analytics.

The Licensed Application does not currently support Brand or agency Wallet funding, execution of Campaign Participation Agreements, payment of Creators, purchase of Brand subscriptions, or the full functionality available through SideShift's web application. Those functions, where available, must be completed through the SideShift website or another method designated by SideShift and remain governed by the Terms of Service and applicable Additional Agreements.

3. ELIGIBILITY AND ACCOUNT REQUIREMENTS

3.1 Age and Authority.

You may use the Licensed Application only if you are at least eighteen (18) years old, legally capable of entering into a binding contract, and not prohibited from using the Licensed Application under applicable law. Users under eighteen are not permitted to create or use SideShift accounts.

3.2 Accurate Information.

You must provide and maintain accurate, current, and complete account information. Creators must use their legal name as their display name, their correct location, and a current photograph of themselves. Creators may not use an AI-generated avatar, impersonate another person, create an account for another Creator, sell or transfer an account, or share account credentials. Agency main accounts must use the agency's genuine business information. Authorized agency subaccounts for clients are permitted only when transparently created and operated in accordance with SideShift's requirements.

3.3 Account Security.

You are responsible for safeguarding your credentials and for activity under your account by authorized users. You must promptly notify SideShift of suspected unauthorized access. Apple Family Sharing, volume purchasing, or similar acquisition functionality does not authorize sharing a SideShift account, Creator identity, KYC status, subscription, Campaign, payment right, or credential.

4. LICENSE GRANT AND APPLE USAGE RULES

Subject to your compliance with this EULA and the Terms of Service, SideShift grants you a limited, personal, revocable, non-exclusive, non-transferable, and non-sublicensable license to download, install, and use one copy of the Licensed Application on Apple-branded devices that you own or control and as permitted by the Apple Media Services Terms and Conditions and applicable App Store usage rules (the "Usage Rules").

The license also applies to updates, upgrades, patches, and supplemental code supplied by SideShift that replace or supplement the Licensed Application, unless accompanied by a separate license. SideShift and its licensors reserve all rights not expressly granted.

5. RESTRICTIONS ON USE

You may not, and may not assist another person to:

- copy, distribute, rent, lease, lend, sell, sublicense, publish, transfer, or commercially exploit the Licensed Application except as expressly permitted by the Usage Rules;
- reverse engineer, decompile, disassemble, translate, modify, adapt, or attempt to derive source code, algorithms, models, data structures, or non-public APIs, except to the limited extent a restriction is prohibited by applicable law;
- circumvent, disable, defeat, or interfere with security, authentication, access-control, rate-limiting, payment, analytics, moderation, or enforcement features;
- use bots, scripts, crawlers, scraping tools, emulators, automation, or other means to access or extract data without SideShift's prior written authorization;
- conduct penetration testing, vulnerability scanning, or security research without prior written permission;
- introduce malware, harmful code, fraudulent traffic, or technology intended to disrupt the Licensed Application or another user;
- use the Licensed Application to impersonate others, misrepresent identity or location, manipulate engagement, facilitate unauthorized payments, evade suspension, circumvent SideShift contracts or fees, or violate law or third-party rights;
- remove or alter copyright, trademark, attribution, or proprietary notices; or
- use the Licensed Application for any purpose inconsistent with the Terms of Service, Campaign Participation Agreement, platform rules, or applicable law.

6. MOBILE FEATURES AND DEVICE PERMISSIONS

The Licensed Application may request access to device features where reasonably necessary to provide functionality you choose to use, including the camera, microphone, photo and video library, files or device storage, approximate location, calendar, clipboard, social-media accounts, and push notifications. Permission requests are subject to Apple's controls and your device settings.

SideShift will access a device feature only as permitted by your settings and the applicable feature. You may decline or later revoke a permission, although some features may become unavailable or function differently. Where supported, you may provide your city or location manually instead of granting device-location permission. SideShift does not currently request access to an advertising identifier through the Licensed Application.

You are responsible for ensuring that content copied from your clipboard, calendar, files, camera, microphone, photo library, or social accounts may lawfully be provided to SideShift and used for the selected feature.

7. USER CONTENT, COMMUNICATIONS, AND MARKETPLACE ACTIVITY

7.1 User Content.

The Licensed Application may permit you to upload, create, submit, transmit, display, review, or share profile information, social handles, videos, photographs, audio, campaign materials, messages, comments, ratings, reviews, reports, and other content ("User Content"). Ownership, licenses, Campaign-specific rights, and warranties relating to User Content are governed by the Terms of Service and any applicable Campaign Participation Agreement. Campaign Participation Agreements control Campaign-specific compensation, Deliverables, revisions, deadlines, posting periods, approval rights, and content-usage rights.

7.2 Your Responsibilities.

You represent and warrant that you have all rights, licenses, releases, permissions, and consents required for your User Content; that it does not infringe intellectual-property, privacy, publicity, confidentiality, or other rights; and that it is not fraudulent, deceptive, unlawful, abusive, threatening, defamatory, discriminatory, obscene, exploitative, or otherwise prohibited by SideShift's policies. Creators may not use unlicensed music, footage, images, trademarks, locations, or identifiable individuals in Campaign content.

7.3 Messaging and Monitoring.

The Licensed Application may allow direct messaging and other communications between users. SideShift may access, review, preserve, and moderate communications where reasonably necessary to provide support, investigate fraud or abuse, protect users, enforce agreements, resolve disputes, comply with law, or maintain platform safety. SideShift is not required to monitor all communications and does not endorse user statements.

7.4 Reporting, Blocking, and Moderation.

Users may report objectionable content or conduct and, where available, block other users. SideShift may remove or restrict content, disable communications, archive Campaigns, suspend or terminate accounts, and take other action where it reasonably believes content or conduct violates this EULA, the Terms of Service, an Additional Agreement, platform rules, or law. SideShift may remove fraudulent, retaliatory, abusive, irrelevant, manipulated, or transaction-unrelated ratings and reviews.

8. CREATOR AND BRAND FUNCTIONALITY

8.1 Creators.

Creators may access features relating to profile management, Campaign participation, social-handle connection, portfolio and Deliverable uploads, messaging, analytics, reviews, and other functionality made available by SideShift. Creator relationships, independent-contractor status, compensation, payment disputes, content obligations, identity requirements, artificial-engagement restrictions, and Campaign-specific rights are governed by the Terms of Service and applicable Campaign Participation Agreements.

8.2 Brands and Agencies.

Brand and agency access through the Licensed Application is limited and may include messaging, social-handle approvals, content review, and Campaign analytics. A Brand or agency may not use Creator contact information obtained through SideShift for unrelated solicitation, competitive recruitment, off-platform contracting, or other misuse. Payments, Wallet activity, contracts, subscription purchases, and other commercial functionality must be completed through SideShift's web application or another approved channel.

8.3 No Guaranteed Results.

SideShift does not guarantee Campaign selection, work opportunities, Creator availability, views, engagement, clicks, conversions, purchases, revenue, return on advertising spend, or other results. Analytics may be delayed, estimated, incomplete, or affected by third-party platform limitations.

9. CREATOR SUBSCRIPTIONS AND APPLE IN-APP PURCHASES

The Licensed Application may offer optional Creator subscription plans through Apple In-App Purchase. A paid Creator subscription is not required to create a SideShift account or use the core marketplace unless SideShift clearly states otherwise for a specific feature.

Apple processes App Store purchases, renewals, billing, subscription management, and store-level refunds. Subscription pricing, billing period, trial or promotional terms, and automatic-renewal disclosures will be presented in the Licensed Application or App Store before purchase. Unless canceled through your Apple account settings at least as required by

Apple, subscriptions automatically renew and Apple may charge the payment method associated with your Apple ID. SideShift does not receive or store your complete payment-card information for Apple purchases.

Apple's terms and refund rules govern Apple In-App Purchases. SideShift's Terms of Service and Refund and Cancellation Policy govern other charges and services to the extent not controlled by Apple or non-waivable law. Deleting the Licensed Application or your SideShift account does not automatically cancel an Apple subscription; you must cancel through Apple's subscription-management tools.

10. UPDATES, COMPATIBILITY, AND AVAILABILITY

SideShift may provide updates, upgrades, security patches, bug fixes, or revised versions. Where permitted by Apple and your settings, updates may install automatically. SideShift may require installation of a current version as a condition of continued use, including for security, legal, platform, payment, or compatibility reasons.

You are responsible for maintaining a compatible Apple device, operating system, internet connection, and any third-party accounts required for selected features. SideShift does not guarantee compatibility with every device, operating-system version, network, social platform, or third-party service. SideShift may modify, limit, suspend, discontinue, or remove features; stop supporting older versions; restrict availability by country or territory; or temporarily disable functionality for maintenance, security, compliance, fraud prevention, capacity, or third-party platform changes.

11. MAINTENANCE AND SUPPORT

SideShift, and not Apple, is responsible for maintenance and support for the Licensed Application to the extent required by applicable law. SideShift does not promise any particular support level, response time, update schedule, or continued availability unless expressly provided in a separate written agreement. Support may be requested at support@sideshift.app.

12. PRIVACY AND DATA USE

SideShift's collection, use, disclosure, retention, and protection of personal information are governed by the SideShift Privacy Policy. The Licensed Application may collect or process account information, device and usage information, location information, social-account information, User Content, communications, analytics, subscription status, fraud signals, and other information described in the Privacy Policy.

You may initiate deletion of your SideShift account through the Licensed Application or website. SideShift will delete or deidentify information as described in the Privacy Policy, subject to permitted retention for transactions, payouts, content and Campaign records, communications, fraud prevention, device and IP records, suspensions, legal claims, regulatory obligations, and dispute resolution.

13. THIRD-PARTY SERVICES AND OPEN-SOURCE SOFTWARE

The Licensed Application may interoperate with Apple, social-media platforms, analytics providers, communications providers, authentication services, cloud infrastructure, and other third-party products. Your use of a third-party service is subject to its own terms and privacy practices. SideShift is not responsible for third-party outages, account restrictions, API changes, data accuracy, content, security, or actions.

The Licensed Application may include open-source or third-party software components. Those components are licensed under their applicable licenses. To the extent an open-source license grants rights inconsistent with this EULA, the open-source license controls solely for that component.

14. INTELLECTUAL PROPERTY

The Licensed Application, including its software, code, design, interfaces, databases, models, algorithms, graphics, trademarks, logos, documentation, and all related intellectual-property rights, is owned by or licensed to SideShift. This EULA grants only the limited license expressly stated and does not transfer ownership.

User Content remains subject to the ownership and license provisions in the Terms of Service and applicable Campaign Participation Agreements. Unless a Campaign Participation Agreement expressly narrows them, SideShift-generated Campaign agreements may provide Brands with perpetual rights to use, repost, edit, adapt, create derivative works from, advertise with, and distribute commissioned Deliverables, including authorized use in Spark Ads, Meta partnership ads, and other paid or organic channels. Campaign-specific agreements control where they expressly provide different usage periods or rights.

15. FEEDBACK

If you submit suggestions, ideas, feature requests, comments, or other feedback, you grant SideShift a worldwide, perpetual, irrevocable, royalty-free, fully paid, transferable, and sublicensable right to use and exploit that feedback without restriction or compensation. Feedback does not include your Campaign Deliverables or confidential business information merely because it is submitted through the Licensed Application.

16. SUSPENSION AND TERMINATION

This EULA remains effective until terminated. You may terminate it by deleting the Licensed Application and discontinuing use, subject to obligations that survive under the Terms of Service and Additional Agreements.

SideShift may suspend or terminate your license or account immediately for fraud, impersonation, artificial engagement, payment abuse, circumvention, harassment, unlawful content, security threats, repeated Campaign violations, misuse of Creator data, violation of this EULA or another SideShift agreement, or where required by Apple, a payment provider, a social platform, or law. For an ordinary curable violation, SideShift may provide a forty-eight (48) hour cure period, but is not required to do so.

Upon termination, you must stop using and delete the Licensed Application. Termination may cause immediate loss of access to app data and functionality. Provisions that by their nature should survive—including ownership, payment obligations, User Content rights, confidentiality, disclaimers, limitation of liability, indemnification, dispute resolution, and enforcement—will survive.

17. DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSED APPLICATION IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS. SIDESHIFT DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, SECURITY, AND COMPATIBILITY.

SIDESHIFT DOES NOT WARRANT THAT THE LICENSED APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, FREE OF HARMFUL COMPONENTS, COMPATIBLE WITH EVERY DEVICE OR THIRD-PARTY SERVICE, OR THAT DEFECTS WILL BE CORRECTED. SIDESHIFT DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANALYTICS, SOCIAL-PLATFORM DATA, USER CONTENT, CAMPAIGN INFORMATION, OR THIRD-PARTY SERVICES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY DISCLAIMERS, SO SOME DISCLAIMERS MAY NOT APPLY TO YOU.

18. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIDESHIFT AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, LICENSORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; LOST PROFITS, REVENUE, DATA, GOODWILL, BUSINESS, OR OPPORTUNITIES; CAMPAIGN OR ADVERTISING PERFORMANCE; THIRD-PARTY PLATFORM ACTIONS; OR UNAUTHORIZED ACCESS NOT CAUSED BY SIDESHIFT’S FAILURE TO USE COMMERCIALY REASONABLE SECURITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIDESHIFT’S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE LICENSED APPLICATION OR THIS EULA WILL NOT EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (US \$100) OR THE AMOUNT YOU PAID DIRECTLY TO SIDESHIFT FOR THE LICENSED

APPLICATION DURING THE SIX (6) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. APPLE IN-APP PURCHASE AMOUNTS ARE TREATED AS PAID FOR THE APPLICABLE SUBSCRIPTION SERVICE, NOT AS A PURCHASE PRICE FOR THE FREE LICENSED APPLICATION. LIMITATIONS APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, EXCEPT WHERE PROHIBITED BY LAW.

19. INDEMNIFICATION

To the maximum extent permitted by law, you will defend, indemnify, and hold harmless SideShift and its affiliates, officers, directors, employees, contractors, licensors, and service providers from claims, losses, liabilities, penalties, damages, judgments, and reasonable attorneys' fees arising from or relating to your User Content, your use or misuse of the Licensed Application, your breach of this EULA or another SideShift agreement, your violation of law or third-party rights, or your fraud, misconduct, artificial engagement, unauthorized communications, or circumvention. This section does not require an individual consumer to indemnify SideShift to the extent prohibited by applicable law.

20. PRODUCT CLAIMS AND INTELLECTUAL-PROPERTY CLAIMS

SideShift, and not Apple, is responsible for addressing claims by you or a third party relating to the Licensed Application or your possession or use of it, including product-liability claims, claims that the Licensed Application fails to conform to an applicable legal or regulatory requirement, and claims arising under consumer-protection, privacy, or similar law, to the extent responsibility cannot lawfully be disclaimed or allocated otherwise.

If a third party claims that the Licensed Application or your possession and use of it infringes that party's intellectual-property rights, SideShift, and not Apple, will be responsible for the investigation, defense, settlement, and discharge of the claim to the extent required by applicable law. This does not apply to claims caused by your User Content, unauthorized modifications, combinations with third-party products, misuse, or violation of this EULA.

21. EXPORT CONTROLS AND LEGAL COMPLIANCE

You represent and warrant that you are not located in a country or territory subject to comprehensive U.S. sanctions or embargoes, are not identified on a U.S. government prohibited- or restricted-party list, and will not use, export, re-export, release, or transfer the Licensed Application in violation of export-control, sanctions, anti-corruption, anti-money-laundering, or other applicable law. Availability may be restricted in certain countries or territories at SideShift's discretion or as required by Apple, payment providers, social platforms, or law.

22. GOVERNING LAW AND DISPUTE RESOLUTION

The governing-law, informal-dispute-resolution, binding-arbitration, class-action-waiver, small-claims, remote-hearing, and related provisions in the SideShift Terms of Service are incorporated into this EULA and govern disputes concerning the Licensed Application or this EULA. Delaware law applies as stated in the Terms of Service, without regard to conflict-of-law rules, except to the extent non-waivable law requires otherwise.

23. APPLE-SPECIFIC TERMS

23.1 Acknowledgement.

You and SideShift acknowledge that this EULA is concluded between you and SideShift only, and not with Apple Inc. ("Apple"). SideShift, not Apple, is solely responsible for the Licensed Application and its content, subject to the disclaimers and limitations in this EULA and the Terms of Service.

23.2 Scope of License.

The license is limited to a non-transferable license to use the Licensed Application on Apple-branded products that you own or control and as permitted by the Usage Rules, except that the Licensed Application may be accessed and used by other accounts associated with the purchaser through Apple functionality permitted by the Usage Rules. Such Apple functionality does not authorize sharing a SideShift account or identity.

23.3 Maintenance and Support.

SideShift is solely responsible for maintenance and support required under applicable law. Apple has no obligation to furnish maintenance or support for the Licensed Application.

23.4 Warranty.

To the extent any warranty exists under applicable law and is not effectively disclaimed, SideShift is solely responsible for that warranty. If the Licensed Application fails to conform to an applicable warranty, you may notify Apple, and Apple may refund the purchase price, if any, paid for the Licensed Application. Because the Licensed Application is free to download, the purchase price may be zero. To the maximum extent permitted by law, Apple has no other warranty obligation. Apple's refund remedy does not apply to Creator subscriptions, Brand services, Campaign charges, Wallet funds, or other services governed by separate terms.

23.5 Product Claims.

SideShift, not Apple, is responsible for addressing claims relating to the Licensed Application or your possession or use of it, including product-liability, legal-compliance, consumer-protection, and privacy claims, to the extent required by law.

23.6 Intellectual-Property Claims.

SideShift, not Apple, is responsible for the investigation, defense, settlement, and discharge of third-party intellectual-property claims relating to the Licensed Application, to the extent required by law.

23.7 Developer Contact.

Questions, complaints, and claims regarding the Licensed Application may be directed to SideShift at support@sideshift.app or the address in Section 26.

23.8 Third-Party Terms.

You must comply with applicable third-party terms when using the Licensed Application, including wireless-data agreements and social-platform terms.

23.9 Third-Party Beneficiary.

Apple and its subsidiaries are third-party beneficiaries of this EULA. Upon your acceptance, Apple will have the right, and will be deemed to have accepted the right, to enforce this EULA against you as a third-party beneficiary.

24. CHANGES TO THIS EULA

SideShift may update this EULA from time to time. The revised version will state its effective date and may be presented through the Licensed Application, App Store listing, website, email, or another reasonable method. Where required by law, SideShift will provide notice or obtain consent before material changes become effective. Continued use after the effective date constitutes acceptance to the extent permitted by law. If you do not agree to an update, you must stop using and delete the Licensed Application.

25. GENERAL PROVISIONS

This EULA, together with the incorporated SideShift agreements, constitutes the entire agreement regarding the software license. If a provision is held invalid or unenforceable, it will be enforced to the maximum lawful extent and the remaining provisions remain effective. SideShift's failure to enforce a provision is not a waiver. You may not assign this EULA without SideShift's prior written consent. SideShift may assign it in connection with a merger, financing, reorganization, sale of assets, or otherwise. Headings are for convenience only. Electronic acceptance has the same effect as a handwritten signature.

SideShift is not liable for delay or failure caused by events beyond its reasonable control, including network or power outages, cyberattacks, natural disasters, governmental action, labor disruption, Apple or social-platform outages, API or policy changes, payment-provider restrictions, or other force-majeure events.

26. CONTACT INFORMATION

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Effective Date: Tuesday, July 28, 2026