

Megastars AI Terms of Service

Effective Date: 1 December 2025

Last Updated: 1 December 2025

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THIS IS A BINDING LEGAL AGREEMENT.

These Terms of Service (the "Terms" or "Agreement") govern your relationship with Influnsea Inc. ("Megastars AI," "we," "us," or "our") and your access to and use of the Megastars AI online marketplace platform (the "Platform") and all related websites, services, and applications (collectively, the "Services").

BINDING ARBITRATION AND CLASS ACTION WAIVER: SECTION 13 OF THESE TERMS CONTAINS A MANDATORY BINDING ARBITRATION PROVISION AND A CLASS ACTION WAIVER. IT REQUIRES YOU AND MEGASTARS AI TO RESOLVE DISPUTES THROUGH INDIVIDUAL ARBITRATION, RATHER THAN IN COURT, AND WAIVES YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT.

1. Agreement to Terms

By creating an account, clicking "I Agree," or by accessing or using our Services, you represent that you have read, understood, and agree to be bound by this Agreement. If you do not agree to these Terms, you may not access or use the Services.

You also confirm that:

- You are at least 18 years of age or have obtained the consent of your parent or legal guardian to use the Services.
- You are legally capable of entering into a binding contract.
- If you are using the Services on behalf of a business or entity (a "Company"), you represent that you have the authority to bind that entity to this Agreement.

This Agreement incorporates by reference our **Global Privacy Policy** and **Cookie Policy**, which are integral parts of these Terms.

2. The Megastars AI Platform (Platform as a Venue)

This section defines our role and limits our liability.

- **2.1. Megastars AI as a Venue:** The Platform is an online marketplace venue. Megastars AI provides technology that enables users ("Users"), including Creators/Influencers ("Creators") and Companies, to find one another, communicate, enter into service agreements ("Service Contracts"), and make and receive payments.
- **2.2. No Employment or Agency:** Megastars AI is not a party to any Service Contract between a Company and a Creator. Megastars AI does not, in any way, supervise, direct, control, or monitor

a Creator's work or a Company's requests. Megastars AI is not an employment agency, and this Agreement does not create an employment, partnership, joint venture, or agency relationship between Megastars AI and any User.

- **2.3. No Guarantees:** We do not guarantee the quality, safety, accuracy, or legality of Creator Services, the truth or accuracy of user-generated content, the ability of Creators to perform the work, or the ability of Companies to pay for it. You are solely responsible for vetting other Users and for the performance of any Service Contract you enter.

3. User Accounts and Registration

- **3.1. Account Types:** Users register as either a "Company" (a buyer of services) or a "Creator" (a seller of services). You may only have one main account.
- **3.2. Account Accuracy:** You agree to provide and maintain true, accurate, and complete information in your account and profile.
- **3.3. Identity Verification:** We reserve the right, but not the obligation, to verify your identity, location, and business affiliations, including through third-party databases or by requesting government-issued documents.
- **3.4. Account Security:** You are responsible for all activity that occurs under your account and for maintaining the confidentiality of your password and any linked social media or OAuth accounts.

4. Terms for Companies

- **4.1. Campaign Posts:** You are solely responsible for creating campaign posts, defining the scope of work, deliverables, and payment terms for any Service Contract with a Creator.
- **4.2. Payment:** You agree to pay the agreed-upon fees to the Creator, plus any applicable Platform Service Fees (see Section 6), for all work accepted by you. All payments must be made through the Platform's designated payment systems.
- **4.3. User Vetting:** You are responsible for vetting and selecting your Creators. Megastars AI does not endorse or recommend any specific Creator.
- **4.4. Content Approval:** You are responsible for reviewing and approving all content (the "Deliverables") submitted by a Creator. Once you approve and make final payment for a Deliverable, ownership of that Deliverable transfers to you as defined in Section 7.

5. Terms for Influencers / Creators

- **5.1. Profile:** You agree that your profile, portfolio, and "gigs" will be accurate, will not be misleading, and will not infringe on any third-party rights.
- **5.2. Service Contracts:** You agree to perform the services for the Company as described in the agreed-upon Service Contract.
- **5.3. Legal and Advertising Compliance (FTC):** This is a critical term. You represent and warrant that you will comply with all applicable laws, rules, and regulations, including the U.S. Federal Trade Commission's (FTC) "Guides Concerning the Use of Endorsements and Testimonials in Advertising".
 - You *must* ensure that all sponsored content posted on your behalf or for a Company contains

a **clear and conspicuous disclosure** of the material connection (e.g., payment or free product).

- Acceptable disclosures include, but are not limited to, **#ad**, **#sponsored**, or **#MegastarsAIAd** placed visibly (e.g., "above the fold") in the content.
- Failure to comply with these disclosure requirements is a material breach of these Terms and may result in immediate account termination.
- **5.4. Morals Clause:** You agree to conduct yourself professionally and in a manner that does not bring disrepute to Megastars AI or the Companies you work with. We reserve the right to immediately terminate your account if you are accused of a crime or otherwise engage in behaviour (online or offline) that, in our sole discretion, would have an adverse effect on our or our partners' reputations.

6. Payment, Fees, and Non-Circumvention

- **6.1. Platform Service Fees:** Megastars AI charges a service fee for each transaction (the "Service Fee"). This fee is deducted from the payment made by the Company or charged to the Creator, as detailed on our separate "Fees and Payments" page, which is incorporated by reference.
- **6.2. Payment Processing:** We use a third-party payment processor (e.g., Stripe) to handle all payments. By using the Service, you agree to their terms and conditions.
- **6.3. Non-Circumvention:** To protect our business, you agree to use the Megastars AI Platform as your exclusive method to communicate, contract, and pay for all services with any User you first identified through the Platform.
 - You agree not to circumvent our payment systems or take your relationship "off-platform".
 - This non-circumvention obligation applies for a period of **twenty-four (24) months** from the date you first identify the other User on the Platform.
 - A breach of this clause is a material breach and will result in account termination and may subject you to a "Buy-Out Fee" equivalent to [e.g., 20% of the Creator's estimated earnings over 12 months].

7. Intellectual Property Rights (User-Generated Content)

This section defines who owns what. Your rights and the rights of other Users are different for different types of content.

- **7.1. Platform Content:** Megastars AI and its licensors own all rights, title, and interest in and to the Platform, the Services, and all underlying software and technology.
- **7.2. Your Pre-Existing Content (Profile):** You retain ownership of all pre-existing intellectual property and content you upload to your *profile* (e.g., your portfolio, biography). However, you grant Megastars AI a worldwide, non-exclusive, royalty-free license to host, display, reproduce, and distribute this content solely for the purpose of operating, promoting, and improving the Platform.
- **7.3. Campaign Content (Deliverables):** This is the most important IP clause.
 - **Work Made for Hire:** All content, text, photographs, videos, and other materials created by a

Creator specifically for a Company's campaign (the "Deliverables") are considered a **"Work Made for Hire"** as defined by the U.S. Copyright Act.

- **Assignment of Rights:** Upon the Creator's receipt of **full and final payment** from the Company for the applicable Deliverables, all right, title, and interest in and to such Deliverables, including all Intellectual Property Rights, shall **automatically and irrevocably assign** from the Creator to the Company.
- **Fallback Assignment:** To the extent any such Deliverables, or portion thereof, are not deemed a "work made for hire," Creator hereby **irrevocably assigns, transfers, and conveys** to the Company, without further consideration, all right, title, and interest worldwide in and to such Deliverables, including all copyrights, patents, trademarks, and other intellectual property rights.
- **Waiver of Moral Rights:** Creator hereby waives any and all "moral rights" (such as rights of paternity, integrity, disclosure, and withdrawal) they may have in and to the Deliverables, to the fullest extent permitted by law.

8. Acceptable Use Policy

You agree not to use the Services to:

- Post, upload, or share any content that is unlawful, fraudulent, defamatory, obscene, or infringing on any third-party's rights, including intellectual property, privacy, or publicity rights.
- Offer or solicit services that are illegal (e.g., related to adult content, child exploitation, or academic dishonesty).
- Create fake reviews, generate misleading "deep fakes," or otherwise engage in deceptive practices.
- Use any robot, spider, or other automated means to "scrape" data from the Platform.
- Distribute viruses, malware, or other harmful code.

9. Copyright Policy (DMCA)

We respect the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act (DMCA), we will respond to valid notices of alleged copyright infringement. If you believe your work has been copied in a way that constitutes copyright infringement, please provide our designated Copyright Agent with the required information. See <https://megastars.ai/digital-millennium-copyright-act.pdf>

10. Web3, Smart Contract, and Cryptocurrency Risk Disclaimers

The Megastars AI Platform integrates certain Web3 technologies, which are new, experimental, and carry significant risk. By using the Platform, you acknowledge and accept these risks.

- **10.1. "As-Is" and "At Your Own Risk":** The Web3 components of our Service, including any smart contracts or interaction with blockchain networks, are provided "AS-IS" and "AS-AVAILABLE". Your use of these components is at your **sole and exclusive risk**.

- **10.2. Smart Contract Risks:** Smart contracts are automated code that runs on a blockchain. You acknowledge that this code is subject to **flaws, bugs, exploits, or vulnerabilities** that could result in a total loss of funds or other damages. Megastars AI is not responsible or liable for any losses caused by smart contract failures.
- **10.3. Blockchain Network Risks:** We do not own or control the public blockchain networks (e.g., Ethereum) that may be used to process transactions. We are not responsible for any network **failures, disruptions, errors, forks, or delays**.
- **10.4. "Gas Fees":** All blockchain transactions require a transaction fee, commonly known as "gas". You are solely responsible for paying any gas fees. You acknowledge that these fees are variable, can be extremely high due to network congestion, and are non-refundable.
- **10.5. Volatility Risks:** The price and liquidity of cryptographic assets (e.g., cryptocurrencies, NFTs) are **extremely volatile** and subject to dramatic, unpredictable fluctuations. The value of any asset can drop to zero. Megastars AI is not a financial advisor and is not liable for any losses you may incur due to market volatility.

11. Disclaimer of Warranties and Limitation of Liability

- **11.1. Disclaimer of Warranties:** THE SERVICES ARE PROVIDED "AS-IS" AND "AS-AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, MEGASTARS AI AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- **11.2. Limitation of Liability:** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MEGASTARS AI OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL ARISING FROM:
 - (a) YOUR USE OF, OR INABILITY TO USE, THE SERVICES;
 - (b) THE CONDUCT, CONTENT, OR SERVICES OF OTHER USERS OR THIRD PARTIES;
 - (c) ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR ACCOUNT;
 - (d) ANY RISKS ASSOCIATED WITH WEB3, SMART CONTRACTS, OR CRYPTO-ASSETS AS DETAILED IN SECTION 10.
- **1.3. Exceptions:** Nothing in these Terms is intended to exclude or limit liability for (a) death or personal injury caused by our negligence; (b) our fraud or fraudulent misrepresentation; or (c) any other matter for which liability cannot be excluded or limited under applicable law.

12. Indemnification

You agree to indemnify, defend, and hold harmless Megastars AI, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with:

- (a) Your access to or use of the Services;
- (b) Your violation of these Terms;

- (c) Your User Content, including any claims of infringement or failure to make required advertising disclosures ;
- (d) Your interaction with any other User.

13. Dispute Resolution (Binding Arbitration)

- **13.1. Disputes Between Users:** Megastars AI is a venue and is not obligated to participate in, or resolve, disputes between Users. We may, at our sole discretion, provide a voluntary dispute resolution mechanism, but we are not a party to any such dispute.
- **13.2. Disputes with Megastars AI:**
 - **Governing Law:** This Agreement shall be governed by the laws of the State of Delaware, without regard to its conflict of law provisions.
 - **MANDATORY BINDING ARBITRATION:** You and Megastars AI agree that any and all disputes or claims arising out of or relating to this Agreement shall be resolved by **binding, individual arbitration** under the rules of the American Arbitration Association (AAA).
 - **CLASS ACTION WAIVER:** YOU AND MEGASTARS AI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.
 - **Notice:** You must first attempt to resolve any dispute with us informally by contacting legal@megastars.ai.

14. Term and Termination

- **14.1. Term:** This Agreement begins when you first use the Services and continues as long as you have an account.
- **14.2. Termination by Megastars AI:** We reserve the right, in our sole discretion, to suspend or terminate your account and access to the Services at any time, for any reason, including for a breach of these Terms.
- **14.3. Effect of Termination:** Upon termination, your right to use the Services ceases. Sections 2, 6, 7, 10, 11, 12, 13, and 14 shall survive termination.

15. General Provisions

- **Modification of Terms:** We reserve the right to modify these Terms at any time.⁷ We will provide notice of material changes by posting the new Terms on the Platform or by email. Your continued use of the Services after such notice constitutes your acceptance of the new Terms.
- **Entire Agreement:** These Terms (and the policies incorporated by reference) constitute the entire agreement between you and Megastars AI.
- **Severability:** If any provision of these Terms is found to be invalid or unenforceable, that provision will be severed, and the remaining provisions will remain in full force and effect.