

## **Part I - VoolayVoo Merchant Agreement**

Effective Date: March 26, 2026 State of Governing Law: Oklahoma

### **1. Parties and Purpose**

This Merchant Agreement is entered into by and between Sam and Ella Enterprises, LLC, doing business through the VoolayVoo platform ("VoolayVoo"), and the Business or Promoter that registers for a merchant-facing account on the platform ("Merchant"). The purpose of this Agreement is to govern the Merchant's use of the VoolayVoo platform to create, publish, market, sell, manage, and fulfill Events and Voopons.

### **2. Platform Role**

VoolayVoo provides software, hosting, discovery, account-management, and payment-enablement tools. VoolayVoo does not create Events or Voopons, does not set Merchant pricing, does not provide the underlying goods or services sold by the Merchant, and does not become the organizer, seller, or fulfiller of any Merchant-created offering unless the parties separately agree in writing. Merchant acknowledges that Events and Voopons are created by the Business or Promoter, not by VoolayVoo or Sam and Ella Enterprises, LLC.

### **3. Merchant Account and Onboarding**

Merchant must provide accurate registration information, complete profile fields reasonably requested by the platform, and maintain current contact and payout information. Merchant must complete any required identity, tax, banking, or payment-processor onboarding before publishing paid offerings. Merchant represents that the person accepting this Agreement has authority to bind the Merchant.

### **4. Merchant-Created Offerings**

Merchant may create paid or free Events and paid or free Voopons. Merchant controls the content of each listing, including title, date, time, location, imagery, description, quantity limits, buyer limits, collaboration options, follower-only visibility, and price. If Merchant leaves the price blank for a Voopon, the listing may display as free. Merchant is solely responsible for ensuring that every listing is accurate, lawful, commercially reasonable, and capable of fulfillment.

### **5. Transaction Fees and Economics**

For each successful paid transaction completed through the platform, VoolayVoo may charge a transaction fee of 2.9% plus \$0.30. Unless otherwise stated in a separate commercial schedule, this fee applies to paid Events and paid Voopons only. Free offerings are not subject to a transaction fee. VoolayVoo may net applicable fees from amounts otherwise payable to Merchant, or may collect them through the payment processor or another agreed settlement method.

### **6. Fulfillment, Customer Service, and Refund Policy**

Merchant is solely responsible for delivering and honoring the goods, services, experiences, admission rights, reservations, and promotional terms described in each Event or Voopon. Merchant must maintain a clearly disclosed refund, cancellation, rescheduling, and no-show policy for paid offerings. Merchant is responsible for all customer service relating to Merchant-created offerings, subject to any platform support VoolayVoo elects to provide. VoolayVoo may facilitate a refund workflow in the app, but VoolayVoo does not become the refund obligor for Merchant-created offerings.

### **7. Collaboration and Promoter Participation**

A Merchant may invite another Business or Promoter to collaborate on a listing where the platform supports collaboration. Collaboration becomes effective only after the invited party affirmatively accepts. The inviting Merchant must define the collaborator's permissions and, if applicable, the collaborator's economic split before publication or before payout rights attach. Each collaborator remains independently responsible for its own statements, content, conduct, tax reporting, and legal compliance. No collaboration creates a partnership, joint venture, employment relationship, or agency relationship with VoolayVoo.

## **8. Promoter Payout Model**

Where a Business and a Promoter collaborate on a revenue-generating offering, the parties may configure a revenue split. The default commercial rule should be that the primary Business receives one hundred percent of proceeds unless the listing is configured with an alternate split. Recommended settlement basis: calculate gross charge, deduct processor charges and any disclosed platform fee, then allocate remaining net proceeds among the primary Merchant and the collaborator based on the approved split percentage stored for that listing. Refunds, reversals, and chargebacks should reverse economics on the same basis unless the parties expressly agree otherwise in platform settings or a separate written agreement.

## **9. Payments, Processor Terms, and Settlement**

Merchant authorizes VoolayVoo to use one or more third-party payment processors, including Stripe or a substantially similar provider, to process transactions and facilitate settlements. Merchant agrees to any processor terms that are presented in connection with onboarding or continued use of paid features. Settlement timing may depend on processor risk review, onboarding status, reserves, disputes, payout windows, and banking cutoffs. VoolayVoo may delay or withhold transfers when reasonably necessary to address fraud, refunds, disputes, sanctions screening, legal process, processor requirements, or material breach.

## **10. Taxes**

Merchant is solely responsible for determining, collecting, reporting, and remitting taxes arising from Merchant-created offerings, except to the extent applicable law requires the payment processor or VoolayVoo to collect or remit a tax in a jurisdiction. Merchant is also responsible for tax characterization of collaborator payouts, contractor compensation, and its own federal, state, and local filing obligations. VoolayVoo does not provide tax advice.

## **11. Oklahoma Launch Schedule**

For Oklahoma launch operations, Merchant must comply with the Oklahoma laws and regulatory requirements that apply to its business model, offers, venue operations, and products or services. This includes, where applicable, sales tax registration and remittance duties, consumer-protection standards prohibiting deceptive or misleading advertising, and any alcohol-related licensing or event-permit obligations. If a Merchant offers alcohol-related events or services, the Merchant is responsible for obtaining any approvals, permits, licenses, insurance, and trained personnel required by Oklahoma law. VoolayVoo may suspend or reject listings that present obvious regulatory risk.

## **12. Merchant Representations and Warranties**

Merchant represents and warrants that: (a) it has the legal right and authority to enter into this Agreement; (b) all registration, profile, payout, and bank information supplied by Merchant is accurate and complete; (c) Merchant owns or has rights sufficient to use all content, trademarks, images, videos, logos, and promotional materials submitted to the platform; (d) Merchant-created offerings and related advertising are not false, deceptive, misleading, unlawful, defamatory, infringing, or unfair; (e) Merchant holds and maintains all permits, licenses, certificates, and approvals required for the offered goods or services; and (f) Merchant will not use customer data except as reasonably necessary to fulfill transactions, provide customer service, or comply with law.

### **13. Intellectual Property and Content License**

Merchant retains ownership of Merchant content, subject to the rights it grants under this Agreement. Merchant grants VoolayVoo a nonexclusive, worldwide, royalty-free license during the term of this Agreement to host, store, reproduce, format, display, distribute, and promote Merchant content for purposes of operating, marketing, improving, and supporting the platform and Merchant-created offerings. Merchant may revoke that license only by removing the content and closing applicable listings, subject to preservation rights for legal compliance, dispute handling, and backup systems.

### **14. Customer Data and Privacy Restrictions**

Merchant may access customer information only to the extent made available through the platform and only for lawful transaction fulfillment, support, fraud prevention, reconciliation, or compliance purposes. Merchant may not sell, rent, broker, or disclose customer data to third parties except as needed to fulfill an order, provide contracted services, or comply with law. Merchant must implement commercially reasonable safeguards for any personal information it receives.

### **15. Prohibited Conduct**

Merchant shall not: create fraudulent or misleading listings; manipulate pricing or advertised value in a deceptive manner; publish content that infringes third-party rights; use the platform for unlawful goods or services; evade platform fees; circumvent the payment processor for in-app transactions that originated through the platform; or misuse QR validation, check-in tools, follower tools, or transaction-history functionality.

### **16. Validation, Check-In, and Disputes**

Where the platform provides QR code validation or check-in tools, Merchant is responsible for scanning, honoring, rejecting, or investigating presented transaction records in good faith. Platform validation tools do not eliminate the possibility of payment disputes, fraud, or mistaken acceptance. Merchant must cooperate with reasonable requests for evidence in connection with chargebacks, fraud reviews, or customer disputes.

### **17. Suspension, Holds, and Termination**

VoolayVoo may suspend listings, pause payouts, limit features, or terminate this Agreement immediately upon notice if VoolayVoo reasonably believes that Merchant has breached this Agreement, violated law, created material customer harm, triggered processor concern, or exposed the platform to significant legal, payment, reputational, or security risk. Merchant may terminate its account by ceasing use of the platform and satisfying outstanding obligations. Termination does not eliminate obligations relating to prior transactions, refunds, disputes, taxes, confidentiality, indemnification, or payment reversals.

### **18. Indemnification**

Merchant shall defend, indemnify, and hold harmless VoolayVoo, Sam and Ella Enterprises, LLC, and their managers, officers, employees, contractors, successors, and assigns from and against third-party claims, losses, damages, liabilities, costs, and reasonable attorneys' fees arising out of or related to: Merchant-created offerings; Merchant content; Merchant's breach of this Agreement; Merchant's violation of law; tax liabilities attributable to Merchant; Merchant's collaboration arrangements; bodily injury, property damage, or event incidents attributable to Merchant operations; or disputes between Merchant and a collaborator, venue, or customer.

### **19. Disclaimers and Limitation of Liability**

The platform is provided on an 'as is' and 'as available' basis. VoolayVoo disclaims implied warranties to the maximum extent permitted by

law, including implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement. To the maximum extent permitted by law, VoolayVoo will not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages, or for lost profits, lost data, lost goodwill, or business interruption. Except for amounts that cannot be limited by law, VoolayVoo's aggregate liability arising out of this Agreement should not exceed the total platform fees paid or payable by the Merchant to VoolayVoo during the six-month period preceding the event giving rise to the claim.

## **20. Governing Law, Venue, and Dispute Process**

This Agreement will be governed by the laws of the State of Oklahoma, without regard to conflict-of-law rules. The parties may elect to add mandatory arbitration, venue-selection language, or a mediation-first clause after outside counsel review. Until then, any court action should be brought in a state or federal court of competent jurisdiction located in Oklahoma County, Oklahoma, and the parties consent to personal jurisdiction there.

## **21. Changes to the Agreement**

VoolayVoo may update this Agreement by providing notice through the app, dashboard, email, or another reasonable method. Material changes should apply prospectively after notice, except where immediate change is required by law, processor rules, or platform security needs. Continued use of the platform after the effective date of an updated Agreement constitutes acceptance.

## **22. Signature / Click-Through Acceptance**

This Agreement may be accepted electronically. Merchant agrees that checking an acceptance box, clicking a button labeled with words such as 'Accept,' 'Create account,' 'Publish,' or 'Continue to Stripe,' or otherwise using the merchant-facing platform after receiving notice of this Agreement will constitute an electronic signature and a binding acceptance of this Agreement and any incorporated schedules or policies.