

PILLAR
Terms of Service
(Last updated: 4/3/23)

Welcome to the Pillar website. These Terms of Service govern your access to, and use of, our Site, and our provision of a variety of services.

These Terms include this Introduction section, plus (I) certain definitions, (II) general terms and conditions applicable to both our Site and to the use of our Services (including becoming a Customer or Influencer, (III) additional terms and conditions specifically related to the use of our Site, (IV) additional terms and conditions specifically related to the use of our Services (including becoming a Customer or Influencer), and (V) certain additional important disclaimers, indemnities and limitations of liability.

I. Certain Definitions

“Applicable Privacy Laws”, means the all applicable laws relating to the protection of identifiable individuals, but in particular (where applicable) the California Consumer Privacy Act, the Gramm-Leach-Bliley Act found at 15 U.S.C. Subchapter 1, §6809(4), the Health Information Portability and Accountability Act of 1996 and the rules promulgated thereunder (“HIPAA”), and the GDPR (more formally known as EU Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC).

“Content” means any photos, videos, audio (including music and other sounds), livestream material, data, text (including comments and hashtags), metadata, images, interactive features, emojis, GIFs, memes, and other material.

“Customer” means You, to the extent that You license any Services, including by joining Pillar as a creator and/or applying to be a paid Influencer.

“Pillar” “we” or “us” or “our” refers to Athlane, Inc., doing business as pillar.io.

“Services” means all the services we provide, individually and collectively, and including our product.

“Site” means our website.

“Terms” means these Terms of Service.

“You” or “Your” means you, the person or entity agreeing to these Terms.

“Your Information” means any non-public information or data You provide to us in connection with your access or use of the Site or the.

II. General Terms Applicable to our Site and our Services

A. Agreement to Terms

By accessing or using the Site, and/or using a Service, (i) you agree to these Terms and (ii) you represent that you are at least 18 years old. These Terms are in addition to any other agreement which may be entered into between You and Us.

B. Changes to Terms or Services

We may modify these Terms at any time. If we do so, we'll let you know either by posting the modified Terms on the Site, or through other communications. If you continue to use the Site and the Services after we've let you know that the Terms have been modified, you are indicating to us that you agree to be bound by the modified Terms, and to license our Services as further detailed below

C. Pillar's (and its licensors') Ownership of Intellectual Property

The content, organization, graphics, design, compilation, know-how, concepts, methodologies, procedures, magnetic translation, digital conversion and other matters related to the Site and Services are protected under applicable copyrights, trademarks and other proprietary rights. Some of the content on the Site may be the copyrighted work of third parties. Pillar, the Pillar logo, and other Pillar trademarks, service marks, graphics, and logos used in connection with the Site and the Services are trademarks or registered trademarks of Pillar. Other trademarks, service marks, graphics, and logos used in connection with the Site and the Services may be the trademarks of their respective owners. In addition, the Site and the Services contain proprietary and confidential information of Pillar and its licensors. Pillar and its licensors exclusively own all rights, title and interest in and to any software programs, tools, utilities, processes, inventions, devices, methodologies, specifications, techniques and materials of any kind used or developed by Pillar or its personnel in connection with the Site and the Services (collectively "Pillar Materials"), including all worldwide patent rights, copyright rights, trade secret rights, know-how and any other intellectual property rights ("Intellectual Property Rights") therein. You will have no rights in any trademarks, the Pillar Materials or the Site or the Services except as expressly set forth in these Terms.

D. Your ownership of Intellectual Property

You own all rights, title and interest in and to Your Information.

E. Privacy; Data Security; Disclaimer

- 1. Your Privacy is Important to Pillar.** Protecting your privacy is really important to us. With this in mind, we will protect your personal information in accordance with our Privacy Policy.
- 2. Your Security Responsibilities.** You agree to: (i) keep your password and online ID secure and strictly confidential; (ii) instruct each person to whom you give your online ID and password that he or she is not to disclose it to any unauthorized person; (iii) notify us immediately and select a new online ID and password if you believe your password may have become known to an unauthorized person; and (iv) notify us immediately if you are contacted by anyone requesting your online ID and password. When you give someone your online ID and online password, you are authorizing that person to access and use your account, and you are responsible for any and all transactions that person performs while using your account, even those transactions that are fraudulent or that you did not intend or want performed. You agree to indemnify and hold harmless Pillar from and against any and all liability arising in any way from the access to the Site or the Services by persons to whom you have provided your online ID and/or online password. In addition, you are responsible for your information technology infrastructure, including computers, servers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by you or through the use of third-party services.

F. Your License Grants to Us

You hereby grant to us a non-exclusive, transferable and sublicensable (solely as set forth herein), worldwide, royalty-free license to use, copy, modify, create derivative works based upon, distribute, publicly display and perform Your Information as reasonably required to operate and provide the Site and the Services. In addition, and despite anything to the contrary in these Terms, we shall have the right to collect and analyze Your Information and other information relating to the provision, use and performance of various aspects of the Site and the Services and related systems and technologies (including, without limitation, information concerning your use of the Services and data derived therefrom), and we will be free (during and after the term hereof) to (i) use such information and data for the purpose of analytics and to improve and enhance the Site or the Services and for other development, diagnostic and corrective purposes in connection with the and other Pillar offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with our business. You represent and warrant that you own all Your Information or you have all rights that are necessary to grant us the licensed rights in Your Information under these Terms.

G. Some Third Parties May have Incidental Access to Your Information

Pillar works with other companies to provide information technology services to users of the Site. These companies may have access to Pillar's databases, but only for the purposes of providing services to Pillar. For example, a third party (such as AWS) may obtain access to Your Information in an effort to update database software. These companies will operate under consumer confidentiality agreements with Pillar.

H. The Internet is Not Guaranteed to be Safe

Please be aware that no method of transmitting information over the Internet or storing information is completely secure. Accordingly, we cannot guarantee the absolute security of any information. Please see Section V.C. for additional important disclaimers.

I. Feedback

We welcome feedback, comments and suggestions for improvements to the Site and the Services ("Feedback"). You can submit Feedback by emailing us at support@pillar.com or through the functionality available on the Site. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable license, with the right to grant sublicenses, under any and all intellectual property rights that you own or control to copy, modify, create derivative works based upon and otherwise use the Feedback for any purpose.

J. Term and Termination

- 1. Term.** These Terms commence on the date on which you accept them.
- 2. Termination.** Pillar is eager to have a long-term relationship with you. Pillar may, however, may cancel your account, and/or terminate your rights to any or all of the Site or Services (i) for any reason by giving You at least 30 days' prior notice by email or electronic message to Your Pillar account, or (ii) immediately if You provide false, inaccurate or incomplete information to Us, if You are in breach of any of Your obligations under these Terms, or if Your account is associated with a competitor of Pillar. You may cancel Your account at any time by sending an email to us at support@pillar.com.
- 3. Effect of Termination.** Upon termination of these Terms (i) Your right to access and use the Site and Services will immediately terminate; and (ii) all fees You may owe will become immediately due and payable.
- 4. Survival.** Article II Sections C, D, E2, F-I, J3 and J4, and Article III Sections A2 and B, and Article IV Sections C, D, G and H, all of Article V, and all related

definitions and all accrued rights to payment (if any) will survive any termination or expiration of these Terms.

III. Additional Terms Governing Your Use of our Site

A. Your Right to Use the Site; Your Restrictions

1. Things You Can Do. Subject to your compliance with these Terms, Pillar grants you a personal, limited, non-exclusive, non-transferable, non-sublicenseable, worldwide license to electronically access and use the Site solely as provided for in these Terms.

2. Things You Can't Do. You will not (and you will not allow any other person to) do any of the following:

- a. circumvent or manipulate the Pillar fee structure, billing process, or other fees owed to Pillar (if any);
- b. except as allowed with respect to backups of Your Information, copy, reproduce, republish, upload, post, transmit, resell or distribute in any way any material from the Site;
- c. work around any technical limitations in the Site, use any tool to enable features or functionalities that are otherwise disabled in the Site, or decompile, disassemble, or otherwise reverse engineer the Site except as otherwise permitted by applicable law;
- d. perform or attempt to perform any actions that would interfere with the proper working of the Site, prevent access to or the use of the Site by Pillar's other licensees or customers, or impose an unreasonable or disproportionately large load on Pillar's infrastructure;
- e. frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Pillar or the Site or use any Pillar trademark or service marks, unless authorized to do so in writing by Pillar;
- f. attempt to access or search the Site or download content from the Site through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Pillar or other generally available third-party web browsers;
- g. impersonate or misrepresent your affiliation with any person or entity;
- h. access the Site for or upload to the Site anything unlawful, misleading, malicious or discriminatory;
- i. access or use the Site in order to build a competitive product or service;
- or
- j. otherwise use the Site except as expressly allowed under the Terms.

B. Links to & services provided by Third Party Websites or Resources

The Site may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such sites. The site may use third-party services like the Google YouTube API with your consent to let you share publicly available data / analytics, for example, but this information is not collected from your device. By using the site, you are agreeing to abide by the YouTube Terms of Service (<https://www.youtube.com/t/terms>).

Please see Google's Privacy Policy (<https://policies.google.com/privacy>) for more information about their services. You acknowledge sole responsibility for, and assume all risk arising from,

your use of any third-party websites or resources. You may revoke access at any time by visiting the Google Security Settings (<https://myaccount.google.com/permissions>).

Pillar's use and transfer of information received from Google APIs to any other app will adhere to Google API Services User Data Policy (<https://developers.google.com/terms/api-services-user-data-policy>), including the Limited Use requirements.

IV. Additional Terms Governing Your Use of our Services; Joining as a Customer / Influencer on pillar.io.

A. How to Apply

1. You can apply to be a Customer (an Influencer for specific brands) by accessing our application service at <https://pillar.io/>.
2. There is no guarantee that any application will be approved by Pillar or by any brand associated with Pillar.
3. If your application is approved, you will be contacted by Pillar and you will be required to enter into one or more additional agreements which will document the terms and conditions applicable to your duties as an Influencer.

B. Registering as a Customer

1. Information You Must Provide. You will need to register with Pillar to become a Customer. You agree to provide accurate, complete registration information, and to will keep that information current. You agree that Pillar may store and use your registration information to maintain your account.
2. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use the Your Information.
3. Information You Must Not Provide.

C. Confidential Information of Third Parties. Despite anything to the contrary in these Terms, under no circumstances will you upload to the Site or otherwise provide to Pillar any data or information (including but not limited to third-party product or pricing information) which you are restricted from disclosing pursuant to any confidentiality (or similar) agreement with any third party. Pillar EXPRESSLY DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY SUCH THIRD-PARTY CONFIDENTIAL INFORMATION.

D. Personal Health Information. Despite anything to the contrary in these Terms, under no circumstances will you upload to the Site or otherwise provide to Pillar any data or information which may qualify as protected health information (or any similar information) regulated under the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") (all such data or information, collectively, "PHI"). Pillar EXPRESSLY DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY SUCH PHI.

1. You will ensure that all information which You submit to us is truthful, accurate and complete, and You will update promptly any of Your Information you have submitted to us as and when it changes.
2. You will keep Your account/login details confidential and secure, including your user details, passwords and any other piece of information that forms part of our security procedures, and you will not disclose these to anyone else. You are responsible for all activity on Your account even if, contrary to these Terms, someone else uses Your account.

E. Community Standards; Electronic Communications; Technology

1. By agreeing to these Terms and becoming a Customer, You Agree to comply with and be bound by our [Community Standards](#).
2. You consent to receiving communications from us electronically, including by emails and messages posted to your Pillar account, and to the processing of your personal data as more fully detailed in our Privacy Policy.
3. We do not promise that Pillar is compatible with all devices and operating systems. You are responsible for configuring Your information technology, device, and computer programs to access Pillar. You should use your own virus protection software.

F. Management by a Third-Party Agency

1. You may choose to have an agent, agency, management company or other third party (Your “Agent”) assist you with the operation of your Customer / Influencer account (or operate Your account on Your behalf). You may grant this permission explicitly, or implicitly (including by applying to be a Customer via a link provided by, or associated with, Your Agent, or by choosing to join an agency via Pillar).
2. By agreeing to these Terms, You agree that Your Agent can assist with the operation of Your account, or operate Your account on Your behalf (including but not limited to interacting with end users and sponsored brands).
3. Whether or not You use an Agent, our legal relationship is with You, and You are bound personally by these Terms and retain personal responsibility.

G. Fees and Payments

1. By Agreeing to these Terms, You also agree to be bound the terms and conditions related to Pillar’s Fee Structure, which can be found [here \(https://pillarcreators.notion.site/Pillar-Fees-by-Price-Tier-4d7d856b71d04c1ca7389268fa908893\)](https://pillarcreators.notion.site/Pillar-Fees-by-Price-Tier-4d7d856b71d04c1ca7389268fa908893).
2. Pillar facilitates Your Account and transactions generated by Your Account, and together with our third-party payment processor(s) we facilitate certain collection and distribution of funds from person who purchases any good or service through Your Account (an “**End User Transaction**”). But Pillar is not a party to any contract or agreement between You and (i) Your Agent, (ii) any person who purchases any good or service through Your Account, or (iii) any other third party.
3. For any revenue generated through a End User Transaction, Pillar will retain as a fee that amount set forth [here \(https://pillarcreators.notion.site/Pillar-Fees-by-Price-Tier-4d7d856b71d04c1ca7389268fa908893\)](https://pillarcreators.notion.site/Pillar-Fees-by-Price-Tier-4d7d856b71d04c1ca7389268fa908893), and pay the remaining amount (“**Your Percentage**”) to You and/or Your Agent.
4. By agreeing to these Terms, You authorize Pillar to pay to Your Agent that percentage of Your Percentage which You or Your Agent has directed us to pay to Your Agent. YOU AGREE THAT PILLAR IS ENTITLED TO RELY WITHOUT QUESTION ON PAYMENT INSTRUCTIONS FROM YOU AND/OR YOUR AGENT, AND PILLAR SHALL HAVE NO LIABILITY TO YOU, YOUR AGENT, OR ANY OTHER THIRD PARTY FOR ANY PAYMENTS MADE PURSUANT TO INSTRUCTIONS FROM YOU OR YOUR AGENT.
5. Despite any of the foregoing, we may withhold any payments to You and Your Agent if (i) we reasonably believe that you have breached these Terms or any additional terms and conditions incorporated into these Terms (including but not limited to our Community Standards).
6. If any person or entity successfully seeks a refund, or chargeback from their credit card provider, in respect of an End User Transaction related to Your Account, we may deduct from Your Account and/or withhold from future

payments to You, or to recoup from You, amount equal to any payments previously made to You related to the charged-back or refunded amount.

7. If You or Your Agent disputes any payments made by Us to You or to Your Agent, then We may withhold any future payments to You and/or Your Agent until You and Your Agent jointly instruct Us in writing of the agreed-to percentage split of any payments to be made to You and/or Your Agent.

8. We make no promises or guarantees of any kind that Customers will make a particular sum of money (or any money) from their use of Pillar.

H. Advertising Third-Party Products and Services

1. If Your Account includes any Content designed to promote, directly or indirectly, any third-party goods or services or image in return for payment, other valuable consideration, then in addition to complying with our Community Standards, You represent and warrant to Us that You have the right to use and display such Content. Without limitation, You represent and warrant that Your Information does not infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

2. You are solely responsible for obtaining all consents, licenses, and other permissions required for your posting or use of any Content.

3. You agree that to release Us and to not make any claims against Us arising in any way from Your Content. You further agree to indemnify and hold Us harmless against any claims against Us arising in any way from Your Content.

V. Certain Additional Important Terms and Conditions

A. Applicability. The terms and conditions in this Article V apply to all of our Site and Services.

B. Disclaimer of Warranties. Except as may be otherwise expressly provided for in these Terms, the Site and the Service are provided "as-is", with no warranty or indemnity of any kind. PILLAR MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCTS, SERVICES, DOCUMENTATION OR OTHER TANGIBLE OR INTANGIBLE MATERIALS PROVIDED UNDER THESE TERMS, AND HEREBY DISCLAIMS ANY OTHER EXPRESS AND ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PILLAR DOES NOT WARRANT THAT THE SITE OR THE SERVICES PROVIDED UNDER THIS AGREEMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT SUCH SERVICE WILL SUCCEED IN RESOLVING ANY PROBLEM.

C. Certain Additional Disclaimers.

1. YOU ACKNOWLEDGE THAT THE NATURE OF INTERNET-BASED SERVICE DELIVERY IS SUCH THAT CONFIDENTIALITY AND PERFORMANCE CANNOT BE COMPLETELY ASSURED. WE SHALL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED ACCESS, USE, CORRUPTION OR LOSS OF ANY OF YOUR INFORMATION, EXCEPT TO THE EXTENT THAT SUCH UNAUTHORIZED ACCESS, USE, CORRUPTION, OR LOSS IS DUE SOLELY TO OUR GROSS NEGLIGENCE OR MISCONDUCT. Despite any other provision of the Agreement, in the case of loss or PHI or other personally identifiable information due to our actions or inactions, your sole remedy shall be for us to restore such PHI and /or other personally identifiable information from the latest available backup.

2. Pillar is not responsible or liable for any user content hosted on the Site or in connection with the Service. We do not control and are not responsible for what you or other users of the Site host, transmit or share on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable Site content.

3. The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. Pillar assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, data loss, theft or destruction or unauthorized access to, or alteration of, any communications. Pillar is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to your or any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Site or the Service.

D. Indemnification

In addition to any other indemnities provided for in these Terms, You will defend and indemnify Us from and against any third party claims of losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) arising out of or relating to (1) a breach of these Terms by you; (2) the intellectual property rights in any of Your Information; (3) any loss, misuse, or disclosure of Your Information not the result of our misconduct or gross negligence; and (4) any other claim relating to any classified or personal or personally identifiable information within Your Information (as any of such terms are defined under any applicable law protecting an individual's right of privacy).

E. Limitation of Liability

Pillar shall have no liability for any loss, damage, or injury resulting from your or any third parties' negligence, lack of training, use or misuse, or misapplication of the Site or the Service. You agree to indemnify, defend, and hold harmless Pillar and its employees from any claims, damages and actions of any kind or nature arising from or caused by the use or misuse of the Site or any Service.

EXCEPT WHERE NOT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL PILLAR BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR COSTS OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE SERVICES, THE SITE, OR ANY WORK PERFORMED USING ANY SERVICES LICENSED THROUGH THE SITE, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF PILLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WHERE NOT ALLOWED BY APPLICABLE LAW, PILLAR'S TOTAL LIABILITY TO YOU, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO PILLAR BY YOU UNDER THESE TERMS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY CLAIM MADE UNDER THESE TERMS.

F. GENERAL

1. The Site and the Services are subject to U.S. export controls, specifically the Export Administration Regulations. Both You and we shall comply with all relevant

import and export regulations, including those adopted by the Bureau of Industry and Security of the U.S. Department of Commerce.

2. These Terms constitute the entire and exclusive understanding and agreement between Pillar and You regarding the Services, and supersede and replace any and all prior oral or written understandings or agreements between Pillar and you regarding the Site and the Services. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

3. You may not assign or transfer these Terms, by operation of law or otherwise, without Pillar's prior written consent. Any attempt by You to assign or transfer these Terms, without such consent, will be null and of no effect. Pillar may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

4. All notices must be in writing and in the English language and will be deemed given only when sent by mail (return receipt requested), hand-delivered, sent by documented overnight delivery service to the party to whom the notice is directed, at its address indicated in the signature box to these Terms (or such other address as to which the other party has been notified), or sent by email if receipt is electronically confirmed. Despite any of the foregoing, notices of updates to license terms, terms of use, privacy terms or other terms related to our Site and any product or service accessed via our Site may be delivered by us by posting such updates on the Site.

5. Pillar's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Pillar. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

6. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, epidemic or pandemic, war, terrorism, governmental action, labor conditions, earthquakes and material shortages.

7. If you access and use this Site or the Services outside the United States, you are responsible for complying with your local laws and regulations.

8. These Terms and all matters arising out of, or relating to, these Terms will be governed by the laws of the State of California, without regard to its conflict of laws provisions. The sole venue for all disputes relating to these Terms shall be in the city and county of San Francisco, CA.

9. If you have any questions about these Terms or the Services please contact Pillar at support@pillar.com.

