

VIBELINK ENTERPRISES INC. COMMERCIAL PARTNER AGREEMENT

Effective Date: _____

This Commercial Partner Agreement (“Agreement”) is entered into by and between VibeLink Enterprises Inc. (“VibeLink”) and the business or organization identified in the applicable Order Form (“Partner”).

VibeLink and Partner may each be referred to as a “Party” and together as the “Parties.”

1. Services

VibeLink operates a platform designed to facilitate discovery, engagement, and connections among university students, student organizations, universities, and commercial organizations.

Subject to this Agreement and the applicable Order Form, VibeLink may provide Partner with promotional and visibility services, which may include:

1. up to two (2) promotional placements per month;
2. a dedicated Partner profile within the App;
3. engagement analytics, which may include promotion clicks and profile follows;
4. opportunities for introductions or discovery involving student organizations; and
5. other promotional services expressly identified in an Order Form.

VibeLink does not guarantee any particular level of impressions, clicks, follows, student engagement, introductions, leads, sales, sponsorships, partnerships, or other results.

2. Fees and Payment

Partner shall pay the fees specified in the applicable Order Form.

Fees are non-refundable except as expressly provided in the Order Form or required by applicable law. VibeLink may suspend Partner’s access for overdue amounts.

3. Partner Content and Promotions

Partner is solely responsible for all advertisements, promotions, profiles, claims, descriptions, images, videos, links, trademarks, offers, and other materials submitted or provided by Partner (“Partner Content”).

Partner represents and warrants that all Partner Content:

1. is accurate and not misleading;
2. complies with applicable law;
3. does not infringe third-party intellectual property, privacy, publicity, or other rights;

4. does not contain unlawful, discriminatory, defamatory, threatening, obscene, deceptive, or fraudulent material;
5. does not make unsupported or unsubstantiated claims;
6. does not contain malicious code or harmful software;
7. does not constitute unlawful discrimination in connection with employment, housing, education, financial services, or any other protected activity; and
8. complies with applicable advertising, consumer-protection, privacy, email, telephone, and marketing laws.

Partner shall promptly correct or withdraw any Partner Content that VibeLink reasonably determines to be inaccurate, misleading, unlawful, inappropriate, or inconsistent with this Agreement.

4. Prohibited Uses

Partner shall not use the App to:

1. harass, threaten, intimidate, discriminate against, or exploit students;
2. collect information through scraping, automated harvesting, bots, or other unauthorized means;
3. sell, rent, license, or transfer student information obtained through VibeLink except as expressly permitted by applicable law and this Agreement;
4. create unrelated marketing databases or profiles using information obtained through VibeLink;
5. send unsolicited commercial communications in violation of applicable law;
6. request sensitive personal information from students through VibeLink unless expressly authorized and legally permitted;
7. impersonate a university, student organization, student, or VibeLink;
8. imply university endorsement without authorization;
9. make false or misleading representations regarding an affiliation with a university or student organization;
10. engage in unlawful discrimination or discriminatory targeting;
11. circumvent VibeLink's access controls or privacy settings; or
12. use the App for any unlawful purpose.

5. Student Information

VibeLink may make certain student information available to Partner following a student's voluntary engagement with Partner's profile, promotion, or designated promotional feature, subject to applicable law and the VibeLink Privacy Policy.

Depending on the applicable feature and law, the information may include:

- full name;
- university email address;
- class year, if provided;

- major, if provided; and
- date and time of engagement.

Partner acknowledges that the information is provided in connection with the student's engagement with Partner and may not be used for unrelated purposes.

Partner shall:

1. use student information only for lawful purposes reasonably related to the student's engagement;
2. comply with all applicable privacy and data-protection laws;
3. maintain reasonable administrative, technical, and physical safeguards;
4. honor any applicable deletion, correction, access, opt-out, or other legally required privacy request;
5. promptly notify VibeLink if Partner becomes aware of unauthorized access, disclosure, loss, or misuse of student information; and
6. cease using student information where required by applicable law or VibeLink.

Partner shall not sell student information obtained through VibeLink or provide it to data brokers.

6. Commercial Communications

Partner is solely responsible for ensuring that its communications with students comply with applicable federal and state laws, including laws governing commercial email, telephone communications, text messaging, telemarketing, and other electronic communications.

VibeLink does not provide legal advice to Partner regarding whether a particular communication is permitted.

7. University and Student Organization Policies

Partner acknowledges that universities and student organizations may maintain their own policies governing relationships with outside businesses, sponsorships, advertising, use of trademarks, campus access, events, and commercial activity.

VibeLink does not represent that participation in the App satisfies any university's approval requirements.

If an introduction through VibeLink results in a proposed sponsorship, event, purchase, agreement, or other relationship with a university or student organization, Partner is responsible for obtaining all approvals, agreements, permits, or authorizations required by the applicable institution.

Partner shall not represent that VibeLink has obtained such approval on Partner's behalf.

8. University of Miami and Student Organization Store

Where Partner seeks to establish a relationship with a University of Miami student organization, Partner acknowledges that the University of Miami may impose separate requirements concerning sponsorships, student organization activities, payments, events, and use of university resources.

VibeLink does not operate, administer, or control the University of Miami Student Organization Store and does not process payments through that resource.

VibeLink does not enter into sponsorship agreements on behalf of University of Miami student organizations and does not represent that a VibeLink introduction constitutes university approval of a sponsorship or commercial relationship.

Partner is solely responsible for complying with any University of Miami requirements applicable to its proposed relationship with a student organization.

9. No Brokerage, Agency, or Transaction

VibeLink is a technology and discovery platform.

VibeLink does not:

1. act as Partner's agent;
2. act as an agent of any university or student organization;
3. negotiate agreements between Partner and students or student organizations;
4. process payments between Partner and students or student organizations;
5. receive commissions based on transactions between Partner and students or student organizations;
6. guarantee that any introduction will result in a relationship or transaction; or
7. become a party to any agreement subsequently entered into by Partner and a student, student organization, or university.

Any subsequent relationship or transaction is solely between the applicable parties.

10. Intellectual Property

Partner retains ownership of Partner Content. Partner grants VibeLink a non-exclusive, worldwide, royalty-free license during the Term to host, reproduce, display, distribute, format, modify as technically necessary, and otherwise use Partner Content solely for providing and promoting the Services. Partner represents that it has all rights necessary to grant this license.

VibeLink retains all rights in its App, software, technology, trademarks, systems, analytics methodologies, and other intellectual property.

11. Analytics

VibeLink may provide Partner with analytics concerning Partner's promotional activities, including clicks, follows, engagement metrics, and similar information.

Analytics may be provided in aggregated or individualized form to the extent permitted by applicable law and the VibeLink Privacy Policy.

Partner shall not attempt to reverse engineer, combine, or otherwise use analytics to identify students beyond the information expressly provided to Partner.

12. Suspension and Termination

VibeLink may suspend or terminate Partner's access immediately if Partner:

1. violates this Agreement;
2. violates applicable law;
3. misuses student information;
4. submits unlawful, deceptive, discriminatory, or harmful content;
5. engages in conduct that creates a material risk to students, universities, student organizations, or VibeLink;
6. misrepresents an affiliation or endorsement;
7. fails to pay amounts due; or
8. otherwise engages in conduct that VibeLink reasonably determines is inconsistent with the purposes or safety of the platform.

VibeLink may also remove or disable Partner Content at any time if reasonably necessary to protect users, comply with law, comply with an institutional requirement, or protect VibeLink.

13. No Refund Following Misconduct

If VibeLink terminates Partner's account or services because of Partner's misconduct, violation of this Agreement, misuse of student information, unlawful conduct, or other material breach, Partner will not be entitled to a refund of prepaid fees, except where required by applicable law.

14. Indemnification

Partner shall defend, indemnify, and hold harmless VibeLink Enterprises Inc., its affiliates, officers, directors, employees, contractors, agents, licensors, and service providers from and against any third-party claims, actions, investigations, liabilities, damages, losses, judgments, settlements, costs, and reasonable attorneys' fees arising out of or relating to:

1. Partner Content;
2. Partner's products or services;
3. Partner's representations, advertisements, promotions, offers, or communications;
4. Partner's violation of this Agreement or applicable law;
5. Partner's misuse of student information;

6. Partner's infringement or violation of third-party rights; or
7. any transaction or relationship between Partner and a student, student organization, university, or other third party.

15. Disclaimer of Warranties

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS TO THE MAXIMUM EXTENT PERMITTED BY LAW.

VIBELINK DISCLAIMS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AVAILABILITY, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE.

VIBELINK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR THAT PARTNER WILL OBTAIN ANY PARTICULAR COMMERCIAL RESULT.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIBELINK AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, OR LOSS OF GOODWILL ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIBELINK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (A) THE FEES PAID BY PARTNER TO VIBELINK DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) \$500.

Nothing in this Section limits liability that cannot legally be limited.

17. Indemnification

Partner agrees to defend, indemnify, and hold harmless VibeLink Enterprises Inc. ("VibeLink"), and its officers, directors, shareholders, employees, agents, affiliates, contractors, service providers, and representatives (collectively, the "VibeLink Indemnitees"), from and against any and all claims, demands, actions, proceedings, investigations, liabilities, damages, judgments, settlements, penalties, fines, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to:

1. Partner's breach or alleged breach of this Agreement or any other terms, policies, or requirements applicable to Partner's use of the VibeLink Services;

2. any promotion, advertisement, offer, statement, representation, claim, image, video, link, or other content submitted, posted, transmitted, or otherwise made available by Partner through the VibeLink Services;
3. any allegation that Partner's content, products, services, business practices, trademarks, materials, or other activities infringe, misappropriate, or violate any copyright, trademark, patent, trade secret, publicity, privacy, data protection, or other intellectual property or proprietary right of any third party;
4. Partner's violation or alleged violation of any applicable federal, state, local, or foreign law, rule, regulation, ordinance, or governmental requirement, including laws relating to advertising, consumer protection, privacy, data protection, communications, discrimination, employment, products, services, or marketing to students;
5. any products, services, offers, promotions, discounts, events, employment opportunities, business opportunities, or other activities offered, advertised, or provided by Partner to any student, student organization, university, or other third party;
6. any interaction, communication, introduction, relationship, agreement, transaction, dispute, or other dealing between Partner and any student, student organization, university, or other third party arising from or facilitated by Partner's use of the VibeLink Services;
7. Partner's collection, use, disclosure, retention, or other processing of any personal information or other information obtained through the VibeLink Services, including information concerning students or student organizations;
8. any claim that Partner's use of information made available through the VibeLink Services was unauthorized, unlawful, misleading, discriminatory, abusive, or inconsistent with this Agreement or applicable law; and
9. any negligent, reckless, fraudulent, willful, or intentional act or omission by Partner or its officers, employees, contractors, agents, representatives, or other persons acting on Partner's behalf.

Partner's obligations under this Section apply whether a claim is brought by a student, student organization, university, governmental or regulatory authority, other third party, or any other person or entity.

VibeLink will provide Partner with reasonably prompt notice of any claim for which VibeLink seeks indemnification; provided, however, that any delay in providing notice will not relieve Partner of its indemnification obligations except to the extent Partner is materially prejudiced by the delay. VibeLink may participate in the defense of any claim with counsel of its choosing and at its own expense.

Partner will not settle any claim in a manner that imposes any liability, obligation, admission of wrongdoing, restriction, or other obligation on any VibeLink Indemnatee without VibeLink's prior written consent. VibeLink may assume exclusive control of the defense of any claim that reasonably could adversely affect VibeLink's interests, and Partner will fully cooperate with VibeLink in such defense.

The indemnification obligations contained in this Section are in addition to, and not in limitation of, any other rights or remedies available to VibeLink under this Agreement or applicable law

and will survive the expiration or termination of this Agreement and Partner's use of the VibeLink Services.

18. Confidentiality

Each Party shall protect the other Party's non-public confidential information using reasonable measures and shall use such information only for purposes of performing under this Agreement.

Student information shall be handled in accordance with Section 5 and applicable law.

19. Term

This Agreement begins on the Effective Date and continues while Partner has an active subscription or otherwise uses the Services as a Commercial Partner.

Either Party may terminate the Agreement upon thirty (30) days' written notice, subject to any non-cancellable subscription term stated in an Order Form.

Sections concerning student information, intellectual property, indemnification, disclaimers, limitations of liability, confidentiality, and provisions that by their nature should survive termination will survive termination.

20. Relationship of the Parties

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, franchise, fiduciary relationship, employment relationship, or agency relationship.

Partner has no authority to bind VibeLink.

21. Changes to Services

VibeLink may modify, suspend, or discontinue features of the Services from time to time. VibeLink will use reasonable efforts to provide notice of material changes to paid services.

22. Compliance With Law

Partner shall comply with all applicable federal, state, and local laws and regulations in connection with its use of the Services.

23. Governing Law

This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-law principles, except to the extent mandatory law requires otherwise.

24. Miscellaneous

This Agreement, together with the applicable Order Form and policies incorporated by reference, constitutes the entire agreement between the Parties regarding Partner's use of the Services.

In the event of a conflict, the following order of precedence applies:

1. applicable Order Form;
2. this Agreement; and
3. VibeLink's generally applicable policies.

No waiver is effective unless in writing.

If any provision is held unenforceable, the remaining provisions will remain in effect.

Partner may not assign this Agreement without VibeLink's prior written consent, except in connection with a merger or sale of substantially all of Partner's assets.

25. Electronic Acceptance

Partner may accept this Agreement electronically, including by clicking "I Agree," executing an electronic Order Form, purchasing a VibeLink subscription, or otherwise affirmatively accepting the Agreement.

Electronic acceptance constitutes a legally binding agreement.

ORDER FORM

Partner: _____

Contact: _____

Email: _____

Plan: _____

☐ Monthly — \$200/month

☐ Semester — \$600/semester

☐ Other: _____

Start Date: _____

End Date: _____

Promotions: Up to two (2) promotional placements per month unless otherwise stated below.

Special Terms:

[signatures follow on next page]

Accepted by Partner:

Name: _____

Title: _____

Signature: _____

Date: _____

VibeLink Enterprises Inc.

By: _____

Title: _____

Date: _____