

# GITMASON INC.

## TERMS OF SERVICE

Effective Date: September 9<sup>th</sup>, 2026

These Terms of Service (“Terms”) govern your access to and use of the GitMason website, platform, and related products and services (collectively, the “Service”). The Service is owned and operated by GitMason Inc., a Delaware corporation (“GitMason,” “we,” “us,” or “our”).

GitMason is a platform that enables approved content creators (“Creators”) to build communities, interact with users, make content available, and offer content for purchase.

By accessing or using GitMason, you agree to these Terms, our Privacy Policy, and any additional terms or policies that apply to particular features or services.

### 1. Accounts

GitMason offers two primary types of accounts:

**Customer Accounts.** Customer Accounts allow users to browse GitMason, follow and interact with Creators, participate in communities, and purchase Content offered by Creators.

**Creator Accounts.** Creator Accounts allow approved Creators to establish a presence on GitMason, interact with users, and offer Content for free or for purchase.

“Content” includes photographs, videos, audio, text, messages, posts, graphics, and other material made available through the Service.

When creating an account, you agree to provide accurate and complete information and to keep that information reasonably current.

GitMason may use email-based authentication codes or other authentication methods to provide access to accounts. You are responsible for maintaining the security of your email account and any authentication codes or other credentials used to access GitMason. You may not share authentication codes with unauthorized persons. Please notify GitMason promptly if you believe your account has been accessed without authorization.

### 2. Eligibility

You must be at least 18 years old to access or use GitMason, create an account, make a purchase, or provide personal information through the Service.

By accessing or using GitMason, you represent and warrant that you are at least 18 years old, are legally able to enter into these Terms, and are legally permitted to use the Service where you live.

GitMason may request information reasonably necessary to confirm eligibility or comply with applicable law.

GitMason may suspend or terminate an account if we determine that the user does not meet these eligibility requirements.

### 3. Creator Approval and Creator Terms

Creator Accounts are available only to Creators approved by GitMason.

GitMason may approve or decline Creator applications in its discretion.

Creators may be required to agree to additional Creator Terms governing matters such as Creator Content, Creator Account services, compensation, and the Creator relationship.

Approval as a Creator does not create an employment, agency, partnership, joint venture, or other relationship with GitMason except as expressly provided in applicable Creator Terms or another written agreement.

If applicable Creator Terms or another written agreement conflict with these Terms regarding a creator-specific matter expressly addressed in those terms or agreement, the Creator Terms or other written agreement will control with respect to that matter.

### 4. Rules of Conduct

You agree to use GitMason lawfully and responsibly.

You may not use the Service to:

- violate applicable law or the rights of another person;
- infringe copyrights, trademarks, rights of publicity, privacy rights, or other intellectual property or proprietary rights;
- engage in fraud, deception, harassment, threats, abuse, or unlawful conduct;
- impersonate another person or misrepresent your identity;
- collect, disclose, publish, misuse, or exploit another person's private or personal information without authorization, including private communications, except as permitted by applicable law;
- use artificial intelligence, deepfake technology, voice cloning, or similar technology to impersonate another person or create materially misleading Content involving another person's name, image, likeness, or voice without authorization;
- distribute malware, viruses, or other harmful code;
- gain unauthorized access to GitMason, another user's account, or related systems;

- scrape, crawl, harvest, or systematically collect information from GitMason without authorization;
- interfere with the operation or security of the Service;
- send spam or unauthorized bulk communications; or
- use GitMason in any manner that we reasonably determine could harm GitMason, our users, or the integrity of the Service.

Content that GitMason determines to be pornographic, sexually explicit, or otherwise inappropriate is not permitted on public-facing areas of the platform. GitMason reserves the right to remove Content or restrict or terminate accounts that violate these standards.

GitMason may also remove or restrict Content or activity anywhere on the platform that it determines may violate applicable law, create a safety risk, or expose GitMason or its users to harm.

## 5. Creator Content

Creators retain ownership of their Content.

By providing, uploading, or making Content available through GitMason, a Creator grants GitMason a non-exclusive, royalty-free license to host, reproduce, display, transmit, distribute, format, and otherwise use that Content only as reasonably necessary to operate the Service, maintain the Creator's account, make the Content available to users as authorized by the Creator, facilitate transactions, and provide services authorized by the Creator.

This license ends when the Content is removed or the Creator Account is closed, except to the extent reasonably necessary to:

- complete or honor purchases already made;
- maintain users' authorized access to previously purchased Content;
- process refunds, chargebacks, or payment disputes;
- maintain records reasonably necessary for fraud prevention, accounting, legal compliance, or dispute resolution; or
- comply with applicable law.

GitMason will not sell, license, distribute, or use a Creator's Content outside GitMason without the Creator's permission except as otherwise expressly agreed in writing.

Creators represent that they own their Content or otherwise have all rights, licenses, permissions, and consents necessary to provide the Content to GitMason and make it available in the manner authorized by the Creator.

## 6. Purchasing Content

Creators may make certain Content available for free and may offer other Content for purchase.

Before completing a purchase, you will be shown the applicable purchase price and any taxes or other charges required by law.

By completing a purchase, you authorize GitMason and its payment-processing providers to charge your selected payment method.

Payments may be processed through third-party payment providers. Your use of those payment services may also be subject to the provider's applicable terms and privacy practices.

Unless otherwise expressly stated, purchases are made in U.S. dollars.

## 7. Creator Earnings and GitMason's Share

For Content sold through GitMason, Creators will receive **80% of the purchase price**, and GitMason will retain **20% of the purchase price**, unless GitMason and the Creator agree otherwise in writing.

For example, if a user purchases Content for \$10.00, the Creator earns \$8.00 and GitMason retains \$2.00.

Payment-processing fees associated with the transaction will be paid from GitMason's share and will not be separately deducted from the Creator's 80% share.

Applicable taxes, refunds, chargebacks, reversed transactions, amounts required to be withheld by law, and similar adjustments are not considered additional fees charged by GitMason and may affect amounts ultimately payable.

GitMason may establish reasonable payout schedules, minimum payout thresholds, payment methods, or other payout procedures.

## 8. Refunds, Chargebacks, and Payment Disputes

Because users receive access to digital Content, purchases generally are final except where a refund is required by law or GitMason determines that a refund is appropriate.

GitMason may investigate and resolve payment disputes, suspected fraud, refunds, and chargebacks.

If a transaction is refunded, reversed, or successfully charged back, the Creator's earnings attributable to that transaction may be reversed or deducted from future amounts otherwise payable to the Creator.

GitMason may temporarily hold payments when reasonably necessary to investigate suspected fraud, comply with legal requirements, resolve payment disputes, or protect GitMason or its users.

## 9. Taxes

Users are responsible for taxes imposed on them in connection with their use of GitMason.

GitMason or its payment providers may collect, remit, withhold, or report taxes where required by applicable law.

Creators are responsible for reporting income earned through GitMason and for providing any tax documentation reasonably required for payment or legal compliance.

## 10. Purchased Content

Purchasing Content gives the Customer a limited, personal, non-exclusive, non-transferable right to access and view that Content through GitMason for personal use.

Purchasing Content does not transfer ownership or intellectual property rights in that Content.

Customers may not reproduce, distribute, publish, sell, license, publicly display, commercially exploit, or provide purchased Content to another person without authorization from the applicable Creator or rights holder.

GitMason may use reasonable technical measures to protect Creator Content and restrict unauthorized downloading or distribution.

GitMason cannot guarantee that users or third parties will never copy, record, or distribute Content without authorization and is not responsible for unauthorized conduct by third parties to the extent permitted by law.

## 11. Creator Representations

Creators represent and warrant that:

- they are at least 18 years old;
- they own the Content they provide or have the necessary rights, licenses, permissions, and consents to provide and make it available;
- their Content and use of GitMason do not violate applicable law, contractual obligations, intellectual property rights, privacy rights, publicity rights, or other rights of third parties;
- descriptions of Content offered for purchase will not intentionally mislead users regarding what they are purchasing; and
- they will comply with these Terms and any applicable Creator Terms or additional written agreement they enter into with GitMason.

## 12. Intellectual Property

Except for Creator Content and other user-owned materials, GitMason owns or licenses the technology, software, design, trademarks, logos, graphics, and other intellectual property comprising the Service.

Subject to these Terms, GitMason grants users a limited, revocable, non-exclusive, non-transferable license to access and use the Service for its intended purposes.

No other rights are granted except as expressly stated in these Terms.

## 13. Copyright Complaints

GitMason respects intellectual property rights.

If you believe Content available through GitMason infringes a copyright you own or control, please send a notice to **help@gitmason.com** containing sufficient information to identify the copyrighted work, the allegedly infringing material and its location, your contact information, a statement of your good-faith belief that the use is unauthorized, a statement under penalty of perjury that the information provided is accurate and that you are authorized to act for the copyright owner, and your physical or electronic signature.

GitMason may request additional information reasonably necessary to process the notice and may provide procedures for submitting a counter-notice as permitted by applicable law.

## 14. Third-Party Services

GitMason may use or integrate services provided by third parties, including payment processors, hosting providers, analytics providers, communications providers, and other technology vendors.

GitMason does not control third-party services and is not responsible for their independent acts or omissions except to the extent required by applicable law.

Links to third-party websites or services are provided for convenience and do not necessarily constitute GitMason's endorsement of those services.

## 15. Account Suspension and Termination

You may request to close your GitMason account.

GitMason may suspend, restrict, or terminate an account, remove Content, limit access to features, or take other reasonable action when we believe a user has violated these Terms, applicable law, another applicable agreement, or when reasonably necessary to protect GitMason, our users, or the Service.

When a Creator Account is closed, GitMason will stop offering the Creator's Content for new purchases, subject to reasonable processing time.

Customers who previously purchased Content may retain access to that Content subject to these Terms.

GitMason may retain information after account closure where reasonably necessary for transaction records, fraud prevention, legal compliance, dispute resolution, or other legitimate purposes described in our Privacy Policy.

## 16. Privacy

Our collection, use, and disclosure of Personal Information are described in the GitMason Privacy Policy.

By using GitMason, you acknowledge that you have reviewed the Privacy Policy.

## 17. Security

GitMason uses reasonable technical and organizational measures designed to protect the Service and Personal Information.

However, no internet service or electronic storage system can be guaranteed to be completely secure, and GitMason cannot guarantee that unauthorized third parties will never defeat those measures.

## 18. Electronic Communications

You agree that GitMason may provide notices, disclosures, account communications, transaction information, and other communications electronically, including by email or through the Service.

Where required by law, we will obtain any additional consent necessary for marketing communications.

## 19. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, GITMASON AND THE SERVICE ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

GITMASON DISCLAIMS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY OTHER WARRANTIES THAT MAY OTHERWISE APPLY, EXCEPT TO THE EXTENT SUCH WARRANTIES CANNOT LAWFULLY BE DISCLAIMED.

GitMason does not guarantee that the Service will always be available, uninterrupted, error-free, or secure, or that any Creator will achieve a particular level of earnings, audience growth, or engagement.

## 20. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, GITMASON AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL,

SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THE SERVICE OR THESE TERMS.

TO THE FULLEST EXTENT PERMITTED BY LAW, GITMASON'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID TO GITMASON DURING THE SIX MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM OR (B) \$100.

These limitations do not apply to liability that cannot lawfully be excluded or limited.

## 21. Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless GitMason and its officers, directors, employees, affiliates, and agents from third-party claims, damages, liabilities, and reasonable costs arising from your unlawful use of the Service, your material breach of these Terms, or Content you provide that infringes or violates another person's rights.

GitMason will provide reasonable notice of any covered claim and reserves the right to participate in or control its defense.

## 22. Dispute Resolution and Arbitration

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO HAVE CERTAIN DISPUTES DECIDED BY A COURT OR JURY.**

Before commencing arbitration, you and GitMason agree to make a reasonable good-faith effort to resolve the dispute informally.

Except for claims eligible to be brought in small claims court and matters for which applicable law does not permit mandatory arbitration, any dispute, claim, or controversy arising out of or relating to these Terms, the Service, or your relationship with GitMason will be resolved through confidential, binding individual arbitration administered by JAMS under the applicable JAMS rules.

The Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision.

Arbitration will be conducted by one arbitrator selected in accordance with the applicable JAMS rules. Unless applicable law or the JAMS rules require otherwise, the arbitration will take place in Los Angeles County, California, or may be conducted remotely by agreement of the parties.

Arbitration fees and costs will be allocated in accordance with applicable law and the applicable JAMS rules.

Nothing in this section prevents either party from bringing an individual action in small claims court if the claim qualifies.

**CLASS ACTION WAIVER.** To the fullest extent permitted by law, you and GitMason agree that disputes will be resolved only on an individual basis and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding.

**30-DAY RIGHT TO OPT OUT.** You may opt out of this arbitration provision by sending written notice to [help@gitmason.com](mailto:help@gitmason.com) within 30 days after you first accept these Terms. Your notice must include your full name, the email address associated with your GitMason account, and a clear statement that you wish to opt out of arbitration.

If you validly opt out of arbitration, or if a dispute is not subject to arbitration under applicable law, the dispute will be subject to the governing-law and venue provisions below.

## 23. Governing Law

Except to the extent preempted by federal law or otherwise required by applicable law, these Terms are governed by the laws of the State of California, without regard to conflict-of-law principles.

For disputes that are not subject to arbitration, you and GitMason consent to the jurisdiction and venue of the state and federal courts located in Los Angeles County, California, except where applicable law requires otherwise.

## 24. Changes to These Terms

GitMason may update these Terms from time to time as the Service evolves.

If we make material changes, we will provide notice as required by applicable law. The updated Terms will identify their effective date.

Your continued use of the Service after updated Terms become effective constitutes acceptance of those Terms to the extent permitted by law.

## 25. Miscellaneous

If any provision of these Terms is found unenforceable, the remaining provisions will remain in effect.

GitMason's failure to enforce a provision does not waive our right to enforce it later.

You may not assign these Terms without GitMason's written consent. GitMason may assign these Terms in connection with a merger, acquisition, financing, sale of assets, corporate reorganization, or otherwise as permitted by law.

These Terms, the Privacy Policy, and any applicable Creator Terms, supplemental terms, or separate written agreement constitute the agreement between you and GitMason concerning the matters they address.

If a Creator has agreed to Creator Terms or entered into another written agreement with GitMason, those terms or agreement will control over these Terms regarding creator-specific matters expressly addressed therein in the event of a conflict.

Sections that by their nature should survive termination will survive, including provisions concerning intellectual property, purchased Content, payment obligations, disclaimers, limitations of liability, indemnification, and dispute resolution.

## 26. Contact Us

Questions about these Terms may be sent to:

**GitMason Inc.**

**Email: [help@gitmason.com](mailto:help@gitmason.com)**