

ATHLAZON DISPATCH SERVICES AGREEMENT

Version 1.0

Effective Date: July 1, 2026

This Athlazon Dispatch Services Agreement (this “**Agreement**”) is a binding contract between you and [Athlazon, LLC.], a [Michigan] limited liability company with its principal place of business in the State of Michigan (“**Athlazon**,” “**we**,” “**us**,” or “**our**”). This Agreement governs your access to and use of the Athlazon Dispatch platform, marketplace, and related features (the “**Dispatch Platform**”) through which users may request, provide, and exchange sports-related digital content, including videos, photographs, and highlights.

PLEASE READ THIS AGREEMENT CAREFULLY. By clicking “I Agree,” creating a Dispatch account, submitting a request, accepting a job, or otherwise accessing or using the Dispatch Platform, you acknowledge that you have read, understood, and agree to be bound by this Agreement, including the mandatory arbitration provision and class action waiver in Section 9. If you do not agree, you may not use the Dispatch Platform.

Section 9 contains a binding arbitration clause and a waiver of class and representative claims. It affects how disputes are resolved. Please read it carefully.

1. Definitions

1. “**Content**” means any video, photograph, image, highlight reel, clip, audio, footage, metadata, or other media or material created, captured, uploaded, delivered, or otherwise made available through the Dispatch Platform in connection with a Dispatch Request.
2. “**Content Creator**” (also “**Creator**” or “**Service Provider**”) means a user who offers, accepts, and fulfills requests to create or deliver Content through the Dispatch Platform.
3. “**Requestor**” (also “**Requesting User**”) means a user who submits a Dispatch Request to obtain Content from a Content Creator.
4. “**Dispatch Request**” means a request submitted through the Dispatch Platform for the creation or delivery of Content, including the associated specifications, location, timing, price terms, and line items.
5. “**Dispatch Job**” (or “**Job**”) means a Dispatch Request that has been accepted by a Content Creator.
6. “**Services**” means the content-creation and delivery services performed by a Content Creator for a Requestor pursuant to a Dispatch Job.
7. “**Fees**” means the amounts charged in connection with a Dispatch Job, including the base price for the Services, the Requestor service fee, and the Athlazon platform fee, each as described in Section 6.
8. “**User**,” “**you**,” and “**your**” refer to any person or entity that accesses or uses the Dispatch Platform, whether as a Requestor, a Content Creator, or both.

2. The Dispatch Platform and Athlazon’s Role

2.1 Marketplace only. Athlazon provides an online marketplace and technology platform that connects Requestors who wish to obtain Content with Content Creators who wish to provide it. Athlazon is a technology and payments intermediary. Athlazon is not a party to the direct dealings between Requestors and Content Creators except as expressly stated in this Agreement, and does not itself create, produce, capture, or supply the Content exchanged through Dispatch.

2.2 Not an agency, employer, or joint venture. Content Creators are independent contractors of the Requestors they serve and are not employees, agents,

partners, or joint venturers of Athlazon. Nothing in this Agreement creates an employment, agency, partnership, joint venture, or franchise relationship between Athlazon and any User. Content Creators have sole discretion over whether, when, and how to accept and perform Services, subject to the standards in this Agreement.

2.3 No control over Content or performance. Athlazon does not direct or control, and is not responsible for, the manner, means, quality, timing, legality, or safety of the Services performed by Content Creators or the Content they deliver. Athlazon does not guarantee that any Dispatch Request will be accepted, that any Content Creator will perform, or that any Content will meet a Requestor's expectations.

2.4 Eligibility. To use the Dispatch Platform you must be at least 18 years of age, capable of forming a binding contract, and in compliance with all applicable laws. Content Creators may be required to satisfy additional eligibility conditions, including verification, an active agreement acceptance, geographic-proximity requirements, and administrative approval, before receiving Dispatch Jobs.

3. Terms Applicable to Requesting Users

This Section 3 applies to you when you use the Dispatch Platform as a Requestor to obtain Content — including videos, photographs, and highlights — from a Content Creator.

- 1. Submitting requests.** You may submit a Dispatch Request specifying the Content you seek, including the type (video, photo, or highlight), the event, location, date and time window, and any applicable specifications. You are responsible for the accuracy and completeness of the information in your request. Prices for each line item are presented and snapshotted at the time of submission and, once a Job is charged, are not affected by later price changes.
- 2. Authority and permissions.** You represent that you have all rights, permissions, and authority necessary to request the Content, to authorize a Content Creator to capture it at the specified location and event, and to receive and use the delivered Content. You are responsible for securing any venue access, credentials, releases, or consents that the requested Content may require.
- 3. Payment authorization.** By submitting a Dispatch Request you authorize Athlazon and its payment processor to charge your designated payment method for the applicable Fees. Funds may be held in escrow at the time of submission and released to the Content Creator upon completion, all as described in Section 6. A Dispatch Request will generally be dispatched to Content Creators only after payment has been successfully authorized or held.
- 4. Conduct.** You agree to interact with Content Creators lawfully, respectfully, and in good faith. You will not request Content that is unlawful, that infringes the rights of any person, that depicts minors inappropriately, or that would require a Content Creator to trespass, breach a venue's rules, or otherwise violate the law.
- 5. Acceptance, cancellation, and disputes.** You may cancel a Dispatch Request in accordance with the cancellation and refund terms then in effect and displayed at the time of your request. Where you believe delivered Content materially fails to conform to your request, you may submit a dispute through the Dispatch Platform within the applicable review window. Refunds, where warranted, are governed by Section 6.

6. **License to use delivered Content.** Subject to your payment of all Fees and to Athlazon's shared ownership and license rights described in Section 5, you receive the right to use the Content delivered to you for the purpose identified in your Dispatch Request. You obtain no ownership of, or rights in, Content that has not been delivered to and paid for by you, and no rights beyond those expressly granted.
7. **Assumption of risk.** You acknowledge that Athlazon does not create the Content and does not control the Content Creators, and you assume the risks associated with obtaining Content from independent Content Creators, including the risk that Content may not meet your expectations.

4. Terms Applicable to Content Creators

This Section 4 applies to you when you use the Dispatch Platform as a Content Creator to provide Services and deliver Content — including videos, photographs, and highlights — to Requestors.

1. **Independent contractor status.** You provide Services as an independent contractor. You are solely responsible for determining the equipment, methods, and manner of performing the Services, subject to the specifications of each accepted Dispatch Job and the standards of this Agreement. You are not entitled to any employee benefits from Athlazon, and you are responsible for your own taxes, insurance, licenses, and business expenses.
2. **Accepting Jobs.** You may review available Dispatch Requests and choose whether to accept them. When you accept a Dispatch Request, you enter into a direct agreement with the Requestor to perform the Services and deliver the requested Content in accordance with the request specifications. Acceptance is confirmed on a first-to-accept basis; only one Content Creator is assigned to a given Job.
3. **Performance standards.** You agree to perform the Services in a professional, timely, lawful, and workmanlike manner, and to deliver Content that conforms in all material respects to the accepted Dispatch Request. You will comply with all applicable laws, venue rules, credentialing requirements, and safety regulations while performing the Services.
4. **Your representations regarding Content.** For all Content you create, capture, upload, or deliver, you represent and warrant that: (a) you created or have all rights necessary to provide the Content and to grant the rights described in Section 5; (b) the Content does not infringe or misappropriate any copyright, trademark, right of publicity, privacy right, or other right of any third party; (c) you have obtained all necessary consents, releases, and permissions from persons appearing in or venues depicted in the Content; and (d) the Content is not unlawful, defamatory, or otherwise in violation of this Agreement.
5. **Grant of rights.** You grant to the Requestor the delivery and use rights contemplated by the Dispatch Request, and you grant to Athlazon the shared ownership and license rights described in Section 5. You retain the rights expressly reserved to you in Section 5.
6. **Payment to Creators.** For each completed Dispatch Job, you will be paid the Creator's share of the Fees, net of the applicable Athlazon platform fee, as described in Section 6. Earnings are credited to your account and paid out according to the payout terms then in effect. You are responsible for maintaining accurate payout information.
7. **Your responsibility and indemnity.** You are solely responsible for the Services you perform and the Content you provide, including its legality and quality and any harm arising from it. You agree to indemnify Athlazon as set forth in Section 7. You acknowledge that Athlazon does not assume any liability to you or to any third party for the Content or Services you provide, as further described in Section 8.
8. **Compliance and removal.** Athlazon may, in its discretion, refuse, remove, or disable access to Content, or suspend or terminate your access to the Dispatch Platform, if it believes your Content or conduct violates this Agreement or applicable law, or exposes Athlazon or any User to liability.

5. Content Ownership, Shared Rights, and License

5.1 Shared ownership. The parties agree that, upon creation and delivery of Content through the Dispatch Platform, Athlazon and the Content Creator shall be joint owners of the Content and of all intellectual property rights therein. This shared ownership grants Athlazon an undivided ownership interest in the Content, and Athlazon may exercise the full rights of a co-owner, including the right to use, reproduce, distribute, publicly display and perform, host, store, cache, adapt, create derivative works from, sublicense, and otherwise commercially and non-commercially exploit the Content, in any and all media now known or later developed, worldwide, without any obligation of accounting to the Content Creator except for the Fees expressly payable under Section 6.

5.2 License grant to Athlazon. To the extent any Content or right therein is not or cannot be jointly owned, the Content Creator hereby grants to Athlazon a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, sublicensable, and transferable license to use, reproduce, distribute, publicly display and perform, host, adapt, modify, create derivative works from, and otherwise exploit the Content for any purpose related to operating, promoting, and improving the Dispatch Platform and Athlazon's services and business.

5.3 Requestor rights. The rights a Requestor receives in delivered Content are those described in Section 3.6 and any additional terms presented at the time of the Dispatch Request. Athlazon's shared ownership and license rights under this Section 5 survive and coexist with any rights granted to a Requestor.

5.4 Creator's retained rights. Except for the shared ownership and license granted above and any exclusive rights conveyed to a Requestor in a particular Dispatch Request, the Content Creator retains its ownership interest in Content it created and may continue to use it, subject to this Agreement and to any confidentiality or exclusivity terms applicable to a specific Job.

5.5 Moral rights and further assurances. To the maximum extent permitted by applicable law, each Content Creator waives, and agrees not to assert against Athlazon or its sublicensees, any moral rights or similar rights in the Content. Each Content Creator agrees to execute such further documents and take such further actions as Athlazon may reasonably request to perfect or evidence the rights granted in this Section 5.

5.6 No liability for Content. Athlazon's shared ownership of, and rights in, the Content do not make Athlazon responsible or liable for the Content or for

the acts or omissions of the Content Creator. As between Athlazon and the Content Creator, the Content Creator remains solely responsible for the creation, legality, and delivery of the Content, notwithstanding Athlazon's co-ownership interest, as further described in Sections 7 and 8.

6. Fees, Payments, Escrow, and Refunds

1. **Fees and pricing.** The Fees for a Dispatch Job consist of the base price for the requested Content, a Requestor service fee, and an Athlazon platform fee. Applicable Fees, service-fee percentages, and any platform/creator split are presented at the time of submission and are snapshotted onto the Dispatch Request. Athlazon may adjust its fee structure prospectively; changes do not affect Jobs already submitted and charged.
2. **Charge and escrow.** Requestor Fees are charged upon submission of a Dispatch Request and may be held in escrow by Athlazon or its payment processor pending completion of the Job. A Dispatch Request is dispatched to Content Creators only after the charge has been verified.
3. **Release to Creators.** Upon completion and acceptance of a Dispatch Job, the Creator's share of the Fees (the base price less the Athlazon platform fee) is released from escrow and credited to the Content Creator's earnings, subject to the payout terms, minimums, and schedule then in effect.
4. **Refunds.** Where a Job is cancelled before performance, or where delivered Content is determined through the dispute process to materially fail to conform to the Dispatch Request, Athlazon may refund some or all of the Requestor's Fees in accordance with the cancellation and refund policy then in effect. Refunds are processed to the original payment method.
5. **Payment processing.** Payments are processed by a third-party payment processor. By using the Dispatch Platform you agree to the payment processor's terms. Athlazon is not responsible for the acts or omissions of the payment processor. Taxes are your responsibility except as expressly required to be collected by Athlazon under applicable law.

7. Indemnification

7.1 By all Users. You agree to defend, indemnify, and hold harmless Athlazon and its affiliates, and their respective officers, directors, employees, agents, and licensees (collectively, the "Athlazon Parties"), from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Dispatch Platform; (b) your breach of this Agreement or your representations and warranties; (c) your violation of any law or of the rights of any third party; and (d) your dealings or disputes with any other User.

7.2 By Content Creators. Without limiting the foregoing, each Content Creator agrees to defend, indemnify, and hold harmless the Athlazon Parties from and against any claim arising out of or related to the Services performed by the Content Creator or the Content the Content Creator creates, captures, uploads, or delivers, including any claim that such Content infringes, misappropriates, or violates any intellectual property, privacy, publicity, or other right of any person, or that the Services caused injury, damage, or

loss. This indemnity applies notwithstanding Athlazon's shared ownership of the Content under Section 5.

8. Disclaimers and Limitation of Liability

8.1 "As is." THE DISPATCH PLATFORM AND ALL CONTENT AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ATHLAZON DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY CONTENT WILL MEET YOUR REQUIREMENTS.

8.2 No liability for Content Creators or their Content. The Content Creators are independent contractors, not employees or agents of Athlazon. Athlazon does not create, endorse, verify, or assume responsibility for any Content Creator, the Services any Content Creator performs, or the Content any Content Creator delivers. To the fullest extent permitted by law, Athlazon expressly disclaims and shall have no liability for any act, omission, negligence, misconduct, breach, injury, damage, loss, or harm caused by or arising from any Content Creator, the Services, or the Content, notwithstanding Athlazon's shared ownership interest in the Content under Section 5. Any dispute regarding the Services or the Content is solely between the Requestor and the Content Creator.

8.3 Limitation of liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE ATHLAZON PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DISPATCH PLATFORM. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE ATHLAZON PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF (A) THE TOTAL PLATFORM FEES RETAINED BY ATHLAZON FROM THE TRANSACTION GIVING RISE TO THE CLAIM DURING THE THREE (3) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

8.4 Release. Because Athlazon is a marketplace intermediary and not a party to the dealings between Requestors and Content Creators, you release the Athlazon Parties from any claims, demands, and damages of every kind arising out of or connected with any dispute between you and another

User. Some jurisdictions do not allow certain limitations, so some of the above may not apply to you.

9. Dispute Resolution; Arbitration; Class Waiver

9.1 Informal resolution. Before initiating arbitration, you agree to first contact Athlazon and attempt to resolve any dispute informally for at least thirty (30) days after written notice.

9.2 Binding arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the Dispatch Platform that is not resolved informally will be resolved by final and binding individual arbitration administered by a recognized arbitration provider under its applicable rules. The arbitration will be seated in the State of Michigan, and judgment on the award may be entered in any court of competent jurisdiction.

9.3 Class action waiver. YOU AND ATHLAZON AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one person's claims or preside over any form of a representative or class proceeding.

9.4 Opt-out. You may opt out of this arbitration agreement by sending written notice to Athlazon within thirty (30) days of first accepting this Agreement. If you opt out, or to the extent a claim is not subject to arbitration, the parties consent to the exclusive jurisdiction of the state and federal courts located in the State of Michigan.

10. Term, Termination, and General Provisions

- 1. Term and termination.** This Agreement applies for as long as you use the Dispatch Platform. Athlazon may suspend or terminate your access at any time, with or without cause. Sections concerning Content ownership and license (5), indemnification (7), disclaimers and limitation of liability (8), dispute resolution (9), and these general provisions survive termination.
- 2. Modifications.** Athlazon may update this Agreement from time to time. When it publishes a new version, it may re-present the Agreement for acceptance. Your continued use of the Dispatch Platform after an update becomes effective constitutes acceptance of the updated terms. Jobs already in progress are governed by the version in effect when the Job was accepted.
- 3. Governing law.** This Agreement is governed by the laws of the State of Michigan, without regard to its conflict-of-laws rules, except that the Federal Arbitration Act governs Section 9.
- 4. Entire agreement; severability.** This Agreement, together with any policies and terms referenced herein, constitutes the entire agreement between you and Athlazon regarding the Dispatch Platform and supersedes all prior understandings. If any provision is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable.

5. **Assignment.** You may not assign this Agreement without Athlazon’s prior written consent. Athlazon may assign this Agreement freely. This Agreement binds and benefits the parties and their permitted successors and assigns.
6. **Waiver; notices.** No waiver of any term is a waiver of any other or subsequent breach. Notices to Athlazon must be sent to the contact address designated by Athlazon. Notices to you may be provided through the Dispatch Platform or the contact information associated with your account.

ACKNOWLEDGMENT

By clicking “I Agree,” creating a Dispatch account, submitting a Dispatch Request, or accepting a Dispatch Job, you acknowledge that you have read and understood this Agreement and agree to be bound by it in your capacity as a Requestor, a Content Creator, or both.

Requestor / Content Creator Signature: _____

Printed Name: _____ Date: _____