

**Melio Payments Inc.**  
**Small Business Season Campaign**  
**General Terms**

Melio Payments Inc. (“Melio”, “we”, “our” or “us”) welcomes you (the “User(s)”, or “you”) to our Small Business Season Campaign, as part of which we will be updating and promoting you or your events on our paid and organic channels up until December 31, 2021, subject to our absolute and sole discretion (the “Campaign”). The Campaign may allow Users to upload, post, publish and make available through it, their own copyrightable materials such as information, data, graphics, text, or any other content (the “User-Generated Content”). Please be sure that while you take part in the Campaign you respect the proprietary rights including any intellectual property and privacy rights of third parties who have any rights with respect to the User Generated Content you provided as part of the Campaign. Melio will not bear any liability for any loss, damage, cost, or expense that you may suffer or incur as a result of or in connection with uploading any User Generated Content. Please note that the Users that are promoted as part of the Campaign, and the manner in which they are promoted, are subject to our absolute and sole discretion, and not all Users will be promoted.

As long as the User Generated Content is subject to the applicable copyright law, such User Generated Content shall remain at all times, and to the extent permitted by law, the sole and exclusive property of the User. You understand and agree that you are solely responsible for your User Generated Content and the consequences of posting or publishing such material, as part of the Campaign, in any way.

You represent and warrant that you are the rightful owner of the User Generated Content you provide as part of the Campaign or that you have (and will continue to have) all the necessary licenses, rights, consents, and permissions from the rightful owners of such User Generated Content and that such User Generated Content does not infringe any third party’s intellectual property rights or other rights (including without limitation, any privacy rights, publicity rights, copyrights, or any other intellectual property rights).

IT IS THE USER'S RESPONSIBILITY TO OBTAIN ANY AND ALL CONSENTS REQUIRED UNDER ANY APPLICABLE LAWS, REGARDING THE POSTING OF ANY PERSONAL INFORMATION OF OTHERS WHICH IS PART OF THE USER-GENERATED CONTENT, AND TO ADHERE TO ANY APPLICABLE LAWS REGARDING SUCH INFORMATION.

You agree that you will not post or upload any User Generated Content containing content which is unlawful for you to possess, post or upload in the country in which you are resident, or which it would be unlawful for Melio to use or possess in connection with the Campaign (including but not limited to any content which is defamatory, libelous, pornographic, indecent, harassing, threatening, abusive or fraudulent).

Although Melio has no obligation to screen, edit or monitor any of the User Generated Content, Melio explicitly reserves the right, at its sole discretion, to remove or edit, without giving any prior notice, any User Generated Content available as part of the Campaign at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Generated Content you provide as part of the Campaign at your sole expense.

When you upload, post, publish or make available any User Generated Content as part of the Campaign, you grant to Melio an irrevocable, perpetual, non-exclusive, royalty-free, transferable, assignable, fully sub-licensable and worldwide license, to use, reproduce, distribute, transmit, create derivative works of, display, copy, make available to the public and perform that User Generated Content, along with the name that you submit in connection with such User Generated Content, in connection with the Campaign, whether through the internet, mobile devices or otherwise, in any media formats and through any media channels known today and developed in the future. Melio may publish and use any User Generated Content without the Users' prior consent. You hereby agree and understand that you will not be entitled to prevent any transfer of User Generated Content to any third party. Melio shall not bear any liability for any use by any third party of the User Generated Content. In addition, you hereby explicitly waive any moral right you may have in and to the User Generated Content and forever waive and agree not to claim or assert any entitlement to any and all moral rights in any of the User Generated Content.

MELIO TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY USER-GENERATED CONTENT UPLOAD, POSTED, PUBLISHED, AND MADE AVAILABLE BY YOU OR ANY THIRD PARTY AS PART OF THE CAMPAIGN, OR FOR ANY LOSS OR DAMAGE THERETO, NOR IS MELIO LIABLE FOR ANY MISTAKES, DEFAMATION, LIBEL, FALSEHOODS, OBSCENITIES OR PORNOGRAPHY YOU OR ANY OTHER THIRD PARTY MAY ENCOUNTER AS PART OF THE CAMPAIGN.