The Arena – Terms of Service

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Draft for attorney review. Highlighted items still need your confirmation or input before publishing.

Effective date: November 1, 2026

> **Please read these Terms carefully.** Section 14 contains a binding arbitration agreement and a class-action waiver. Unless you opt out as described in Section 14, disputes between you and us will be resolved through individual arbitration, not in court, and you give up the right to bring or join a class action.

1. Agreement to these Terms

These Terms of Service ("Terms") govern your use of The Arena, the creator and brand connection platform at thearenaco.com and any related pages, logins and messaging features (the "Platform"). The Platform is operated by Momentum Equine Media LLC, a Florida limited liability company ("Momentum," "The Arena," "we," "us" or "our").

By creating an account, checking a box to accept, or using the Platform, you agree to these Terms and to our Privacy Policy. If you do not agree, do not use the Platform.

These Terms cover the connection Platform only. Our online courses, including The Creator Blueprint, are sold separately and governed by their own terms. Buying a course does not give you access to the Platform, and Platform access does not include any course.

In these Terms, a "Creator" is a person who joins to be discovered by brands. A "Brand" is a business or individual who joins to find and work with Creators. "Members" means Creators and Brands together.

2. Eligibility and accounts

You must be at least 18 years old to create an account or use the Platform. When you sign up, you must confirm by checking a box that you are 18 or older. If you join on behalf of a Brand, you confirm that you have authority to bind that business to these Terms.

When you create an account, you agree to:

- Give accurate, current information, including your follower counts, location and contact details, and keep it up to date.
- Keep your login private and not share your account with anyone else.
- Accept responsibility for everything that happens under your account.
- Tell us right away at support@momentumeqmedia.com if you think your account has been accessed without your permission.

You may hold only one account per person or business unless we approve otherwise. We may refuse or remove any account at our discretion, including accounts with false or misleading information.

3. Memberships, billing and cancellation

Creator memberships. Creator access is currently free. Creators who join during our founding period are "Founding Members." We may introduce paid Creator plans later. If we do, we will give you at least 30 days' notice by email, and you will not be charged unless you choose to sign up for a paid plan.

Brand memberships. Brand access is a paid, month-to-month subscription. Brands who join during our founding period receive their first 3 months free as Founding Members. After the free period ends, your subscription will begin billing at the then-current monthly price shown at sign-up, unless you cancel before the free period ends.

Reminder before billing starts. We will email you at least 7 days before your free period ends to remind you that billing is about to begin, with the price and how to cancel.

Billing date and automatic renewal. Paid subscriptions are billed on the 1st of each month. Your first charge will be on the 1st of the month after your free period ends. Subscriptions renew automatically each month and charge the payment method on file until you cancel. Payments are processed by Stripe, Inc. By subscribing, you authorize us and Stripe to charge you on a recurring basis.

Cancellation. You can cancel at any time from your account settings or by emailing support@momentumeqmedia.com. Cancellation stops future charges. You keep access until the end of the month you already paid for, then access ends.

Refunds. Payments are non-refundable, and we do not give refunds or credits for partial months, except where required by law.

Non-payment. If a payment fails or you stop paying, we may suspend or end your access.

Price changes. We may change membership prices. We will give you at least 30 days' notice before a price change applies to you, and you can cancel before it takes effect.

Founding Member offers. Founding Member benefits are promotional, apply only to accounts that meet the offer terms when they join, and cannot be transferred or exchanged for cash.

4. Our role: we connect, you make the deal

The Arena is a place for Creators and Brands to find and contact each other. We are not a talent agency, manager, broker, employer or payment processor, and we are not a party to any agreement between Members.

- **Deals are between Members.** Any partnership, campaign, contract or collaboration is made directly between the Creator and the Brand. You are solely responsible for negotiating, documenting and performing it.
- **Payments happen off-Platform.** We do not process, hold, guarantee or collect payments between Members, and we do not take a commission or finder's fee on deals. Any payment disputes are

between the Creator and the Brand.

- **No guarantees.** We do not guarantee that you will receive messages, partnerships, sales, followers, income or any other result from using the Platform.
- **We don't verify everything.** Members provide their own profile information. We do not guarantee that any Member's information, follower counts, identity or work is accurate. Do your own research before working with anyone.
- **Taxes and laws.** You are responsible for your own taxes, contracts, insurance and compliance with laws that apply to your deals, including FTC rules on disclosing sponsored content.

If a deal goes wrong, you may report it to us. We may take action on the account under these Terms, but we are not obligated to resolve disputes between Members.

5. Arena Approved Creators

Creators may apply to be listed as "Arena Approved." Our team personally reviews each applicant's profile. We decide whether to approve an application at our sole discretion, and we are not required to explain our decision.

Arena Approved status means only that a Creator passed our review at the time we reviewed them. It is not an endorsement, guarantee, certification or promise of any Creator's results, conduct, reliability or quality of work, and it does not guarantee a Creator any partnerships.

We may remove Arena Approved status at any time, including if a Creator breaks the Community Rules, fails to deliver work a Brand paid for, or no longer meets our standards.

6. Community Rules

The Arena works because Members treat each other professionally. When using the Platform, you agree not to:

1. **Harass or mistreat others.** No bullying, threats, hate speech, discrimination, or being mean, demeaning or abusive to any Member.
2. **Use vulgar or inappropriate language or messages.** This includes sexual, explicit or otherwise inappropriate messages, images or requests.
3. **Spam.** No mass or unsolicited promotional messages, repeated unwanted contact, chain messages, or using the Platform to advertise unrelated products or services.
4. **Fail to pay.** Brands must pay Creators what they agreed to pay, on the terms they agreed to.
5. **Fail to deliver.** Creators must deliver the content and work a Brand has paid for, on the terms they agreed to.
6. **Share confidential or unapproved information.** Don't share a Brand's briefs, unreleased products, rates or campaign details, or another Member's personal or contact information, without permission.
7. **Promote poor horse welfare.** Don't post, share or promote content that shows or encourages abuse, neglect or unsafe treatment of horses or other animals.

8. **Misrepresent yourself.** No fake accounts, impersonation, bought or fake followers, or false claims about your audience, results or business.
9. **Misuse the Platform.** No scraping, copying member data, using bots, hacking, or trying to get around our security or access limits.
10. **Break the law.** No illegal, fraudulent or infringing activity, including posting content you don't have the rights to.

We may add to or update these rules. Breaking them can lead to removal of content, loss of Arena Approved status, or suspension or termination of your account.

7. Profiles, messaging and your content

Profile visibility. Creator profiles, including profile photo, social handles, follower counts, location and contact information, are visible to Brand Members. By publishing your profile, you agree that Brand Members may view and use this information to contact you about potential partnerships.

Messaging. Members can message each other directly on the Platform. Use messaging only for genuine business purposes and follow the Community Rules. We do not monitor every message, but we may review messages when they are reported to us, to enforce these Terms, to keep the Platform safe, or as required by law.

Your content. You keep ownership of the content you post, including your photos, bio and messages. You give us a non-exclusive, worldwide, royalty-free license to host, store, display and share that content as needed to run the Platform.

Marketing use. You also allow us to use your name, profile photo, public profile content, feedback and testimonials, including stories about partnerships or wins you share with us, to promote The Arena and Momentum Equine Media on our website, emails and social media. You can ask us to stop using your content in new marketing at any time by emailing support@momentumeqmedia.com. [Confirm: you are happy to honor opt-out requests.]

Your responsibility. You confirm you own or have permission to post everything you share, including any photos, logos or other material, and that it doesn't break any law or anyone else's rights. We may remove content that breaks these Terms.

8. Suspension and termination

We may warn you, remove content, remove Arena Approved status, or suspend or permanently end your access to the Platform at any time, with or without notice, if we believe you have broken these Terms or the Community Rules, created risk for other Members or for us, or stopped paying for a paid membership.

If we end a paid membership because you broke these Terms, you will not receive a refund.

You can close your account at any time using the delete-account button in your account settings. Closing your account cancels any subscription going forward.

When your access ends, your right to use the Platform stops. Sections that by their nature should continue, including payment obligations already owed, content licenses for marketing already published, disclaimers, limits on liability, indemnity, dispute resolution and governing law, will continue after your account ends.

9. Our intellectual property

The Platform, including The Arena name, logos, design, text, graphics and software, belongs to Momentum Equine Media LLC or its licensors. You may not copy, modify, distribute or create derivative works from it, except as needed to use the Platform as intended.

10. Copyright complaints

We respect the intellectual property of others and expect Members to do the same. Content on the Platform is posted by Members, not by us. If you believe content on the Platform infringes your copyright, send a written notice to our designated copyright agent that includes:

- Your physical or electronic signature.
- A description of the copyrighted work you believe was infringed.
- A description of where the content is on the Platform, such as a link to the profile or post.
- Your name, mailing address, phone number and email address.
- A statement that you have a good-faith belief the use is not authorized by the copyright owner, its agent or the law.
- A statement, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act for the owner.

Copyright agent: [Insert agent name, mailing address and email exactly as registered with the U.S. Copyright Office.]

If we receive a valid notice, we will remove or disable the content and notify the Member who posted it. A Member who believes the content was removed by mistake may send a counter-notice as permitted by the Digital Millennium Copyright Act. We will end the accounts of Members who repeatedly infringe others' rights.

11. Disclaimers

The Platform is provided "as is" and "as available." To the fullest extent allowed by law, we disclaim all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose and non-infringement. We do not promise that the Platform will be uninterrupted, secure or error-free. We are not responsible for the conduct, content, payments or work of any Member, on or off the Platform.

12. Limitation of liability

To the fullest extent allowed by law, Momentum Equine Media LLC and its owners, employees and contractors will not be liable for any indirect, incidental, special, consequential or punitive damages, or for lost profits, revenue, data or business opportunities, arising from your use of the Platform or any dealings with other Members.

Our total liability for any claim relating to the Platform is limited to the greater of (a) the amount you paid us for the Platform in the 3 months before the claim arose, or (b) $100.

13. Indemnity

You agree to defend and hold harmless Momentum Equine Media LLC and its owners, employees and contractors from any claims, losses and costs, including reasonable attorneys' fees, that come from your content, your deals with other Members, your breach of these Terms, or your violation of any law or third-party right.

14. Dispute resolution, arbitration and class-action waiver

Please read this section carefully. It affects your legal rights, including your right to file a lawsuit in court.

Try to resolve it informally first. Before starting arbitration or any other proceeding, you agree to email us at support@momentumeqmedia.com with your name, a description of the dispute and what you are asking for. We will do the same if we have a dispute with you. Both sides will try in good faith to resolve the dispute informally for 30 days.

Binding individual arbitration. If the dispute is not resolved within 30 days, you and we agree that any dispute, claim or controversy arising out of or relating to these Terms or the Platform will be resolved by final and binding arbitration before a single arbitrator, except as described under "Exceptions" below. The arbitration will be administered by the American Arbitration Association ("AAA") under its rules in effect at the time, including its Consumer Arbitration Rules where they apply. [Attorney: confirm AAA or another provider, and which rules apply to Brand subscribers.] The arbitrator, not a court, decides all questions about the scope and enforceability of this arbitration agreement, except as stated under "Class-action waiver" below. Fees are paid as required by the applicable rules. Hearings may take place by video or phone, or in person in the county where you live or in Duval County, Florida. The arbitrator may award the same individual relief a court could award, and judgment on the award may be entered in any court with jurisdiction.

Exceptions. Either side may (a) bring an individual claim in small claims court if it qualifies and stays there, and (b) go to court to stop the infringement or misuse of intellectual property, or to stop unauthorized access to the Platform.

Class-action waiver. You and we agree that disputes will be resolved only on an individual basis, and not as a plaintiff or class member in any class, consolidated or representative action or arbitration. The arbitrator may not combine more than one person's claims. If a court decides this class-action waiver

cannot be enforced for a particular claim, that claim (and only that claim) will be decided in court, not in arbitration, as described under "Governing law and courts" below.

Jury trial waiver. To the extent a dispute goes to court rather than arbitration, you and we both give up the right to a jury trial, to the extent allowed by law.

30-day right to opt out. You can opt out of this arbitration agreement and class-action waiver by emailing support@momentumeqmedia.com within 30 days after you first create your account. Include your name, the email address on your account and a clear statement that you are opting out of arbitration. Opting out does not affect any other part of these Terms.

Governing law and courts. These Terms are governed by the laws of the State of Florida, without regard to its conflict-of-law rules, and this arbitration agreement is governed by the Federal Arbitration Act. Any dispute not subject to arbitration, including claims of anyone who opts out, will be brought only in the state or federal courts located in Duval County, Florida, and you and we consent to their jurisdiction.

15. Changes to these Terms

We may update these Terms from time to time. If we make material changes, we will notify you by email or on the Platform at least 14 days before they take effect. Continuing to use the Platform after changes take effect means you accept them. Changes to Section 14 will not apply to any dispute you or we had already given notice of before the change took effect.

16. General

These Terms and our Privacy Policy are the entire agreement between you and us about the Platform. If any part is found unenforceable, the rest stays in effect. Our failure to enforce a provision is not a waiver. You may not transfer your account or these Terms without our written consent; we may assign them in connection with a merger, sale or reorganization.

17. Contact us

Momentum Equine Media LLC
support@momentumeqmedia.com