

VOXPOP
CROWD-POWERED CINEMA
VOTER AND BACKER TERMS OF SERVICE

Effective Date: August 13, 2026

Version: 1.1

These Voter and Backer Terms of Service (these “Terms”) govern the use of the VoxPop Platform by users who create accounts, load Wallet Credits, watch trailers, vote for film Projects, or access films made available by VoxPop through a VoxPop-operated service, if any, or through an authorized third-party streaming, distribution, broadcasting, exhibition, or other commercial channel.

By creating an account, loading your VoxPop Wallet, casting a Vote, accessing content made available by or through VoxPop, or otherwise using the Platform, you agree to these Terms and to VoxPop’s Privacy Policy. If you do not agree, do not use the Platform.

1. DEFINITIONS

1.1 VoxPop. “VoxPop,” “Company,” “we,” “us,” or “our” means VoxPop LLC, a New York limited liability company.

1.2 Platform. “Platform” means the VoxPop website, mobile applications, account systems, Wallet and voting functions, and related services available at WeAreVoxPop.com, voxpopinc.com, and any successor URL. The term does not imply that VoxPop presently operates a full consumer-facing streaming service.

1.3 User. “User,” “Voter,” or “Backer” means a person who creates an account, loads Credits, votes on Projects, or uses the Platform. These terms do not mean investor, lender, donor, producer, owner, or revenue participant.

1.4 Wallet. “Wallet” means the in-Platform Credit balance associated with a User account.

1.5 Credits. “Credits” means VoxPop Platform credits purchased or otherwise made available for use only within the Platform. Credits are not cash, legal tender, securities, equity, cryptocurrency, stored-value bank accounts, or transferable property outside the Platform.

1.6 Vote. “Vote” means the allocation of one or more Credits to support a listed film Project during its stated voting period.

1.7 Project. “Project” means a film project accepted by VoxPop for possible listing, voting, Greenlight, production, licensing, distribution, streaming, exhibition, or other Platform activity.

1.8 Funding Threshold. “Funding Threshold” means the Project-specific level of valid Credit allocations established by VoxPop for Greenlight.

1.9 Greenlight. “Greenlight” means that a Project previously accepted by VoxPop for voting has met its own Project-specific Funding Threshold within the stated voting period, after correction for fraud, chargebacks, failed payments, technical errors, or Platform abuse. A Greenlit Project proceeds to production under the applicable production documents. Projects do not compete against one another in rounds or for a limited number of production slots.

2. HOW THE VOXPOP PROCESS WORKS

2.1 Document Suite. VoxPop uses a staged document suite. These Terms govern the User, Voter, Backer, Wallet, Credit, voting, account, content-access, and Platform-use relationship. Separate agreements govern VoxPop’s relationships with writers, filmmakers, producers, production companies, line producers, rights holders, distributors, aggregators, and other service providers.

2.2 Process. The process may include script submission and review; a preliminary cost estimate prepared by or through a line producer or production company engaged by VoxPop; VoxPop's discretionary decision whether to accept a Project for voting; trailer publication; Wallet-based voting against the Project's own Funding Threshold; Greenlight if that threshold is met; funding allocation and production disbursement; production and delivery; and, if applicable, licensing, distribution, streaming, broadcasting, exhibition, and revenue sharing through VoxPop-operated services, if any, third-party channels, or a combination of both.

2.3 Project Agreements. Later-stage Project documents may include a Script Submission Acknowledgment Agreement, Platform Operator Agreement, Trailer Publishing Agreement, Funding Allocation and Production Disbursement Agreement, Production Services Agreement, Production Company and Line Producer Agreement, Script and IP Option Agreement, Revenue Share and Streaming License Agreement, and Music Clearance, Synchronization and Master Use License.

2.4 No Rights Under Other Agreements. Users are not parties to those Project agreements unless a separate written agreement says otherwise. Users do not receive ownership, control, production approval, copyright rights, producer credit, revenue share, equity, repayment rights, or enforcement rights under those agreements merely by using the Platform, loading Credits, or voting.

2.5 Nature of a Vote. A Vote is an expression of audience support. It is not an investment, loan, donation, ticket purchase, preorder, membership interest, security, or promise that a Film will be produced, delivered, licensed, distributed, streamed, exhibited, or made available through any particular service or channel.

3. ELIGIBILITY AND ACCOUNTS

3.1 Age. You must be at least eighteen (18) years old to create an account, load Credits, vote, or access Platform content.

3.2 Territory. The Platform is currently intended for Users in the United States. VoxPop makes no representation that the Platform is lawful or appropriate for use in other jurisdictions.

3.3 Account Information. You must provide accurate account information and keep it current. You may not impersonate another person or create accounts to manipulate voting.

3.4 Security. You are responsible for maintaining account security and for activity occurring through your account before you notify VoxPop of unauthorized use.

4. WALLET AND CREDITS

4.1 Permitted Use. Credits are Platform-specific credits used only to vote on eligible Projects or for other Platform uses expressly authorized by VoxPop.

4.2 Purchases and Processing. Credits may be purchased through the Platform using approved payment methods. Payments are processed by third-party payment processors, including Stripe or another provider selected by VoxPop. Processor terms, fraud rules, failed-payment rules, chargeback rules, and payment-network rules may apply.

4.3 Pooled Accounts and Ledgers. VoxPop may hold Wallet and Project-related funds in one or more pooled or other VoxPop-controlled accounts. VoxPop will maintain separate, complete, and reproducible internal ledger records for each User Wallet and each Project allocation, including receipts, Credit allocations, deductions, payment-processing fees, chargebacks, reserves, disbursements, returned Credits, and remaining balances. No separate bank, trust, fiduciary, or third-party escrow relationship is created.

4.4 Refunds. Credit purchases are final and non-cash-refundable except where VoxPop expressly agrees, the applicable User-facing rules require it, or applicable law requires it.

4.5 Restrictions and Adjustments. Credits are not transferable, redeemable for cash, or usable outside the Platform. VoxPop may reject, reverse, suspend, or adjust Credits or Votes associated with fraud, abuse, chargebacks, failed payments, mistaken Credits, technical errors, or violation of these Terms.

4.6 Expiration and Compliance. Credits do not expire while an account remains active and in good standing unless disclosed Platform rules or applicable law permit otherwise. VoxPop may adopt dormancy, inactivity, escheat, tax, or compliance procedures as required or permitted by applicable law, with notice where required.

5. VOTING AND GREENLIGHT

5.1 Voting. During a Project's stated voting period, Users may allocate Credits to that eligible Project. Unless VoxPop states otherwise, each Vote uses one (1) Credit. Each Project is measured only against its own Funding Threshold and does not compete with another Project for a limited slot.

5.2 Finality and Correction. Votes are final once cast, except that VoxPop may reverse or adjust Votes to correct fraud, technical errors, chargebacks, failed payments, canceled Projects, or Platform abuse.

5.3 Non-Greenlit Projects. If a Project does not reach its Funding Threshold, is removed, is canceled before Greenlight, or otherwise becomes unable to proceed before Greenlight, VoxPop will return the allocated Credits to the User's Wallet as Platform Credits, not cash. VoxPop may withhold, reverse, or adjust Credits affected by fraud, chargebacks, failed payments, mistaken Credits, technical error, or Platform abuse.

5.4 VoxPop Intake Decision. Before listing a Project for voting, VoxPop may accept or decline it in VoxPop's sole and absolute discretion after considering the preliminary cost estimate, budget, rights, feasibility, Platform suitability, and any other business or legal factor. No fixed cost ceiling, formula, or comparative selection rule applies, and VoxPop need not state a reason. Once listed, the Project is Greenlit if it meets its own Funding Threshold within the stated voting period.

5.5 Audience Decision. VoxPop controls which Projects are admitted to voting; Voters determine which admitted Projects are made by funding them to their respective Funding Thresholds. After Greenlight, VoxPop may correct the result only for fraud, chargebacks, failed payments, technical error, or Platform abuse, or withdraw Greenlight under Section 5.6 if required production documents are not timely executed.

5.6 Production Documents and Delivery Deadline. The Filmmaker and the VoxPop-engaged Production Company or line producer must execute the required production documents within thirty (30) days after VoxPop gives Greenlight notice. If they do not, VoxPop may withdraw Greenlight and will return allocated Credits to Voter Wallets as Platform Credits, subject to fraud, chargeback, failed-payment, technical-error, and other corrective adjustments. If a Greenlit Project is not delivered and accepted within twelve (12) months after Greenlight, or within a longer period disclosed to Voters or approved by VoxPop in writing, VoxPop will return allocated Credits to Voter Wallets as Platform Credits on the same basis.

6. NO INVESTMENT, CROWDFUNDING, OR PRODUCTION RIGHTS

6.1 No Investment Status. Users are not investors, lenders, donors, producers, partners, joint venturers, owners, or members of VoxPop or any Project.

6.2 No Economic or Creative Rights. Credits and Votes do not provide equity, debt, profit participation, royalties, recoupment rights, revenue share, audit rights, creative approval, producer credit, ownership, copyright, distribution rights, or any right to control a Project.

6.3 Platform Characterization. The Platform is not offered as a securities platform, investment platform, crowdfunding portal, banking service, escrow service, or money-transmission service.

7. ACCESS TO FILMS AND OTHER CONTENT

7.1 Access Channels. If VoxPop makes a completed Film available for viewing, VoxPop may do so through a website, application, streaming service, or other service owned or operated by VoxPop, if any; through an authorized third-party streaming service, distributor, aggregator, broadcaster, exhibitor, digital platform, or other commercial channel; or through a combination of those methods. User access is for personal, non-

commercial viewing only and depends on VoxPop's then-current rights, the applicable service or channel, account status, geographic and technical availability, and applicable viewing rules.

7.2 No Availability Guarantee. VoxPop does not guarantee that any Project will be produced, delivered, released, licensed, distributed, accepted by a third-party service, made available for streaming or exhibition, available on any particular date, available through any particular service or territory, or available permanently.

7.3 Use Restrictions. Users may not download, copy, reproduce, record, redistribute, publicly perform, sublicense, sell, modify, circumvent access controls for, or otherwise exploit any Film, Trailer, Platform content, or Filmmaker content except as expressly permitted by VoxPop and, where applicable, the authorized third-party service through which the content is made available.

8. PERKS, RECOGNITION, AND EARLY ACCESS

8.1 Discretionary Benefits. VoxPop may offer discretionary perks, recognition, early access, behind-the-scenes content, badges, or similar benefits. Unless VoxPop expressly states otherwise in writing, perks are promotional, non-transferable, subject to change, and not guaranteed.

8.2 No Additional Rights. No perk creates ownership, investment, production, revenue, or distribution rights.

9. USER CONDUCT

9.1 Prohibited Conduct. You may not use bots, scripts, automated tools, multiple accounts, coordinated inauthentic behavior, fraudulent payments, stolen payment methods, chargeback abuse, scraping, reverse engineering, unauthorized data collection, harassment, impersonation, illegal activity, or any method intended to manipulate voting or interfere with the Platform.

9.2 Enforcement. VoxPop may suspend or terminate accounts, reverse Votes, adjust Credits, remove content, or restrict Platform access for suspected fraud, abuse, legal risk, Platform disruption, or violation of these Terms.

10. INTELLECTUAL PROPERTY

10.1 VoxPop Materials. The VoxPop name, logos, Platform design, software, text, graphics, and other VoxPop materials are owned by or licensed to VoxPop and may not be used without VoxPop's prior written consent.

10.2 Project Materials. Trailers, Films, descriptions, artwork, and other Filmmaker materials displayed on the Platform or made available through an authorized third-party channel are owned by the applicable rights holders and used by VoxPop under separate agreements. Your viewing, voting, or access does not grant you any ownership or exploitation rights in those materials.

10.3 User Content. If you post comments, reviews, or other User content, you grant VoxPop a non-exclusive, worldwide, royalty-free license to use, display, reproduce, distribute, and promote that content in connection with the Platform, subject to VoxPop's Privacy Policy and applicable law.

11. PRIVACY

11.1 Privacy Policy. VoxPop's collection, use, storage, sharing, and protection of personal information are governed by VoxPop's Privacy Policy, which is incorporated into these Terms. The Privacy Policy explains how VoxPop handles account information, Wallet and voting activity, payment-processing information, Platform usage data, cookies and similar technologies, communications, analytics, marketing preferences, and legally required disclosures. Payment information may be processed by third-party payment processors, including Stripe or any successor processor, under their applicable terms and privacy practices. VoxPop does not sell personal information to third parties for their independent marketing purposes. VoxPop may update its Privacy Policy from time to time as the Platform, applicable law, and service providers change.

12. DISCLAIMERS

12.1 Platform Disclaimer. The Platform is provided on an “as is” and “as available” basis. To the fullest extent permitted by law, VoxPop disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted service, error-free operation, or availability of any Project or Film.

12.2 Project Information. VoxPop does not warrant the accuracy, completeness, quality, originality, legality, production status, delivery schedule, or availability of any Filmmaker content or Project information.

13. LIMITATION OF LIABILITY

13.1 Excluded Damages. To the fullest extent permitted by law, VoxPop and its members, managers, officers, employees, contractors, service providers, and licensors are not liable for indirect, incidental, consequential, special, exemplary, punitive, lost-profit, lost-data, lost-goodwill, or similar damages arising out of or relating to the Platform, Credits, Votes, Projects, or these Terms.

13.2 Liability Cap. To the fullest extent permitted by law, VoxPop’s total liability to any User for all claims arising out of or relating to the Platform or these Terms will not exceed the greater of: (a) the amount the User paid to VoxPop for Credits during the six (6) months before the claim; or (b) one hundred dollars (\$100).

14. INDEMNIFICATION

14.1 User Indemnity. You agree to indemnify, defend, and hold harmless VoxPop and its members, managers, officers, employees, contractors, service providers, and licensors from claims, losses, damages, liabilities, costs, and expenses, including reasonable legal fees, arising out of or related to your account, Platform use, User content, breach of these Terms, fraud, payment dispute, or violation of law or third-party rights.

15. DISPUTE RESOLUTION

15.1 Informal Resolution. Before starting a formal proceeding, you agree to contact VoxPop at legal@WeAreVoxPop.com or legal@voxpathinc.com with a written description of the dispute and requested resolution. VoxPop will attempt to resolve the dispute informally within thirty (30) days.

15.2 Individual Arbitration. Except where prohibited by law, disputes arising out of or relating to these Terms or Platform use will be resolved by binding individual arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules. Arbitration may take place in New York County, New York, or remotely at either party’s election.

15.3 Class-Action Waiver. You and VoxPop agree that disputes will be brought only on an individual basis and not as a class, consolidated, collective, private-attorney-general, or representative action, except where this waiver is unenforceable under applicable law.

15.4 Governing Law and Court Venue. These Terms are governed by New York law, without regard to conflict-of-law principles, except to the extent federal law applies. For claims not subject to arbitration, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in New York County, New York.

16. CHANGES TO TERMS

16.1 Updates. VoxPop may update these Terms from time to time. Material changes will be posted on the Platform with a new effective date and, where practicable, emailed to registered Users.

16.2 Acceptance. Continued use of the Platform after updated Terms become effective constitutes acceptance. If you do not agree, you must stop using the Platform.

17. SUSPENSION AND TERMINATION

17.1 Account Closure. You may close your account through your account settings or by contacting VoxPop support. Closing an account does not entitle you to a cash refund of unused Credits except where required by law or expressly provided by VoxPop's then-current rules.

17.2 VoxPop Suspension or Termination. VoxPop may suspend or terminate an account, restrict Platform access, reverse Votes, adjust Credits, or remove User content if VoxPop believes the User has violated these Terms, created legal risk, engaged in fraud or abuse, or harmed VoxPop, Users, Filmmakers, payment processors, or third parties.

17.3 Effect of Termination. Upon termination, your right to use the Platform ends. Credits, Votes, access to content made available by or through VoxPop, and account balances will be handled under these Terms, applicable Platform rules, third-party service requirements, payment-processor requirements, and applicable law.

17.4 Survival. Sections concerning Wallet limitations, no investment rights, intellectual property, disclaimers, limitation of liability, indemnification, dispute resolution, governing law, and provisions that by their nature should survive will survive termination.

18. MISCELLANEOUS

18.1 Entire Agreement. These Terms, the Privacy Policy, and any additional User-facing feature terms constitute the entire agreement between you and VoxPop regarding your User account, Wallet, Credits, Votes, access to content made available by or through VoxPop, and Platform use.

18.2 Severability. If any provision is unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in effect.

18.3 Waiver and Assignment. Failure to enforce a provision is not a waiver. You may not assign these Terms without VoxPop's prior written consent. VoxPop may assign these Terms in connection with a merger, acquisition, financing, reorganization, sale of assets, or Platform transfer.

18.4 Force Majeure. VoxPop is not liable for delay or failure to perform due to causes beyond its reasonable control, including payment-network failures, internet outages, cyberattacks, acts of God, labor disputes, pandemics, government action, war, terrorism, or infrastructure failures.

18.5 Notices. Any notice required or permitted under these Terms must be in writing and delivered by email, recognized courier, certified mail, or an approved Platform communication method. Notices to VoxPop may be sent to legal@WeAreVoxPop.com, legal@voxpathinc.com, through WeAreVoxPop.com, voxpathinc.com, any successor URL designated by VoxPop, or to any legal or support address identified on the Platform. Notices to a User may be sent to the email address associated with the User's account or through an approved Platform communication method.

ACKNOWLEDGMENT

By creating an account, loading Credits, casting a Vote, accessing content made available by or through VoxPop, or otherwise using the Platform, you acknowledge that you have read, understood, and agreed to these Terms.