TERMS OF SERVICE AND GLOBAL MASTER AGREEMENT

Version 3.23 · Effective November 19, 2026

Version 3.23 · Effective November 19, 2026 · Governing jurisdiction: Province of Ontario, Canada · Owned and operated by Cliptect (including The Clipper Games at theclippergames.com). Please read this Agreement carefully. It contains a binding arbitration clause and class action waiver (Section 21).

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1. Comprehensive Glossary of Terms and Architectural Definitions

The following capitalized terms carry the meanings set out below wherever they appear in this Agreement, the Privacy Policy, the Tournament Rules and the Platform interface.

- "Company" refers collectively to Cliptect, the digital brand ecosystem The Clipper Games (accessible via theclippergames.com), parent holding firms, corporate subsidiaries, affiliates, officers, executive directors, technology developers, systems compliance auditors, and legal representatives.
- "Platform" means the complete technological framework, software engines, server hubs, cloud storage arrays, data ledger engines, user dashboards, and API integrations located at or responding to the domain theclippergames.com.
- "User" means any physical individual or corporate entity that navigates, accesses, registers an account, scrapes data from, or interacts with any utility or system script on the Platform.
- "Creator" means a verified content producer, video streamer, media brand, digital influencer, or business entity who utilizes the Platform to fund tournament escrow accounts, seed Raw Footage Vaults, establish Creator Destination URLs, set a Creator Payout Schedule, and execute short-form video marketing campaigns.
- "Clipper" (interchangeably referred to as "Soldier") means an independent short-form video editor, digital marketer, and media syndicator registered on the Platform to download Vault assets or harvest open creator media for the purpose of creating promotional short-form video clips and competing on Leaderboards.
- "The Clipper Army" means the collective global network of verified, independent video editors and clippers registered to perform marketing operations across the Platform.
- "Display Name" means the permanent, platform-wide alphanumeric identifier chosen by a Clipper upon account creation that permanently binds tournament challenges, point scores, qualification tokens, and cash distributions to one distinct verified user in the database.
- "Clipper Handle" means the unique profile username (preceded by the "@" symbol) registered to a Clipper on an external third-party social media network (such as TikTok, YouTube Shorts, Instagram Reels, Facebook Reels, or X).
- "Featured Social Handle" means the specific linked social account username selected by a Clipper from the tournament card dropdown to be showcased publicly directly next to their Display Name on the live tournament Leaderboard.
- "Visitor / Viewer" means an organic human consumer who accesses, views, or interacts with a Clipper's promotional video on an external third-party social media network, and subsequently interacts with the unique Gateway Link.
- "Admin / Auditor" means an authorized compliance agent or system operations manager of Cliptect tasked with evaluating fraud alerts, executing manual traffic sweeps, analyzing IP distribution matrices, and approving or denying tournament payouts.
- "Fleet" (alternatively "Clipper Fleet") means an aggregated, system-compiled cluster of Clippers whose combined viewer demographics and historical views are systematically deployed against targeted Creator campaign parameters.
- "Creator Neon / Midnight Vapor" refers to the Platform's proprietary visual user interface configuration, signature layout themes, brand hallmarks, and tokenized styling configurations.
- "Profile Power" means the combined, deduplicated, and audited sum of verified average video views and active comment metrics across all social networks linked to an individual Clipper's Platform account.
- "Power Status" (alternatively "Entry Tier" or "Fleet Brackets") means the baseline operational tier assigned to a Clipper at registration from their 90-day Proof of Reach: Academy Cadet (0–999 views),

Bronze (1,000–25,000), Silver (25,001–150,000), and Gold (150,001+). Power Status is an Entry Vetting filter only: it screens out zero-effort accounts, does not award Star General Ranks, and is not used by Creators to restrict Tournament eligibility.

- "Entry Vetting" (or "The Baseline Entry") means the registration review in which a Clipper's 90-day analytics screenshots assign an initial Power Status. Historical statistics get a Clipper in the door; they never confer battlefield rank.
- "Battlefield Promotion" (or "The Battlefield Promotion Rule") means the rule that Star General Ranks are earned exclusively from Lifetime Verified Clicks recorded in live Tournaments, and never from screenshots, follower counts, views, likes, or other third-party metrics.
- "Lifetime Verified Clicks" means the cumulative total of Verified Unique Gateway Clicks credited to a Clipper across every Tournament, as recorded in the Platform's server ledger, after removal of any clicks invalidated under Section 11.
- "Enlisted" means a vetted Clipper who has not yet earned a Star General Rank (fewer than 1,000 Lifetime Verified Clicks).
- "Star General Ranks" means the battlefield ranks earned by Lifetime Verified Clicks: 1-Star General (1,000), 2-Star General (2,500), 3-Star General (5,000), 4-Star General (10,000), and 5-Star General (25,000). Ranks are displayed on the Clipper's Combat Dossier and next to their Display Name on Leaderboards.
- "Combat Dossier" means the section of the Clipper dashboard showing the Clipper's Star General Rank, Lifetime Verified Clicks, progress to the next rank, milestone badges, and the platform-wide 100 General counter.
- "The 100 General Rule" means the rule that 5-Star Generals Only Tournaments remain locked for every Creator until at least one hundred (100) Clippers hold the 5-Star General rank platform-wide. Until then, every Tournament is open to the Total Clipper Army.
- "Founding 100" means the first one hundred (100) Clippers to reach the 5-Star General rank.
- "Total Clipper Army" means the default Tournament eligibility setting, pre-selected on every campaign, under which every vetted Clipper in good standing may enter; Academy Cadets may also enter only when the Creator switches on Open to Clipper Academy for that Tournament.
- "5-Star Generals Only Tournament" means an elite Tournament, available to Creators only after The 100 General Rule is satisfied, that only 5-Star Generals may enter.
- "Channel Stars" means performance achievement medals pinned to a Clipper's specific external channel, classified as Gold Star (150k+ views), Silver Star (25k–150k views), Bronze Star (1k–25k views), or Academy Cadet (<1k views).
- "BlueCheck" (or "Verified Clipper") means the verification status shown on a Clipper's profile. Every new registration and every new 90-day analytics screenshot starts as BlueCheck · Pending Review, during which the Clipper may enter and win Tournaments. When an Admin reviews and approves the screenshots the status becomes BlueCheck Verified, which pre-satisfies the 90-Day Analytics Verification measure in later Live Spot Checks and Final Verifications until new screenshots are submitted. BlueCheck is suspended while the Clipper's Trust Score is below 50.
- "Banned Ledger" means the Company's permanent, Admin-only record of the email address and every social handle registered by a Banned Soldier. An email or handle on the Banned Ledger cannot be used to create a new account or register a channel on the Platform.
- "Trust Score" means a dynamic reputation score assigned to each Clipper profile, starting at a baseline of 100 and scaling down to a floor of 0. Each confirmed infraction, including a failed Live Spot Check or Final Verification measure, deducts ten (10) points. A score below 50 places the Clipper on the Warning List and suspends BlueCheck; a score below 30 places the account Under Review for Ban, and the Company may permanently ban it at its discretion.

- "Soldier" (or "Clipper Army Soldier") means an individual verified video editor and marketer registered within The Clipper Army who competes in official Tournaments, accrues Arena Points and Master Tokens, and receives bounty disbursements under their unique Display Name.
- "Campaign" carries the identical legal and architectural meaning as "Tournament". Throughout this Agreement, Platform interfaces, and Creator dashboards, the terms "Tournament" and "Campaign" are used interchangeably and represent the same escrow-secured marketing competition.
- "Proof of Reach" means the chronological 90-day analytics logs, performance metrics, and database validation summaries uploaded by a User or captured via API ingestion during onboarding.
- "Tournament" (or "Campaign") means an individual, escrow-backed marketing competition initiated by a Creator, operating across explicit timestamp configurations, bounded by explicit scoring rules, and structured around a specific, guaranteed Gross Tournament Bounty.
- "Pending / Ignition Phase" means the short preparation period between campaign configuration and active launch. A Tournament leaves this phase and ignites as soon as its first eligible Clipper registers; no minimum combined audience, view, or comment target (formerly the "Clipper Team Power Target") applies.
- "Tournament Ignition" means the definitive database state transition where a Campaign moves from Pending to Live, authorizing the deployment of Gateway tracking protocols and locking the Creator Payout Schedule.
- "Live (In Progress)" means the active tournament state during which video clips are published, Gateway Links record incoming visitor traffic, and the Leaderboard processes score updates in real time.
- "Completed (Final Whistle)" means the exact timestamp (00:00:00 UTC) when a campaign countdown expires, at which point click tracking closes, final engagement statistics are indexed, and the Settlement Forensic Audit Window begins.
- "Expired" means a failed campaign state triggered automatically if a tournament remains un-ignited for 7 days or delivers less than ten percent (10%) of its Target Gateway Clicks at the close of the campaign, causing an escrow return to the Creator as described in Section 12.
- "Target Gateway Clicks" (formerly the "Click Floor" or "Performance Floor") means the cumulative total of Verified Unique Gateway Clicks, set by the Creator, that a campaign aims to deliver across all participating Clippers, calculated by Integer Click Division of the Creator's tournament budget by the Cost per Verified Click. The share of the Gross Tournament Bounty unlocked for settlement is determined by the Sliding-Scale Settlement under Section 12.3.
- "Cost per Verified Click (CPC)" means the price, set by the Creator at campaign creation, that the Creator pays for each Verified Unique Gateway Click up to the Target Gateway Clicks. The CPC may not be lower than the CPC Floor.
- "CPC Floor" means the minimum Cost per Verified Click of thirty-eight U.S. cents ($0.38 USD).
- "Total Tournament Bounty" means the Gross Tournament Bounty, equal to the Creator's full authorized tournament budget, comprising Target Gateway Clicks multiplied by the Cost per Verified Click plus any amount allocated by Residual Bounty Absorption.
- "Integer Click Division" (or "Discrete Unit Allocation") means the calculation used to determine Target Gateway Clicks by dividing the Creator's authorized tournament budget by the Cost per Verified Click and rounding the result down to the nearest whole integer (Target Gateway Clicks = ⌊Budget ÷ Cost per Verified Click⌋). Because Verified Unique Gateway Clicks can only be delivered as whole, indivisible events, any mathematical remainder less than the unit price of one (1) Verified Gateway Click constitutes a residual cash balance that cannot be converted into an additional click.
- "Residual Bounty Absorption" means the automatic and irrevocable allocation of the residual cash balance resulting from Integer Click Division into the Gross Tournament Bounty. The Creator's escrow

charge equals the exact authorized tournament budget without fractional billing variances, and the absorbed residual is not refunded, credited, or deducted as a billing adjustment, but is distributed to participating Clippers with the rest of the Gross Tournament Bounty in accordance with the Sliding-Scale Settlement and the Tournament Payout Schedule.

- "Effective Cost per Click" means the Tournament Bounty actually unlocked divided by the total Verified Unique Gateway Clicks delivered. Because spend is capped at the Total Tournament Bounty, Over-Delivery lowers the Effective Cost per Click.
- "Over-Delivery" (or "Continuous Competition") means Verified Unique Gateway Clicks delivered after a Tournament reaches 100% of its Target Gateway Clicks. Reaching the target does not end a Tournament: it stays Live until its scheduled Final Whistle, extra clicks continue to count toward Arena Points and Leaderboard placement, and the Creator is not charged for them.
- "Channel Ownership Certification" means the mandatory acknowledgment a Clipper gives before entering the dashboard, warranting that they own every registered channel and that submitted metrics are authentic. Registering handles the Clipper does not own or falsifying metrics results in immediate disqualification, forfeiture of all tournament earnings, and a potential permanent ban from The Clipper Games.
- "60-Day Metric Refresh Cycle" means the rule that a Clipper may update metrics or handles on already-activated channels only once every sixty (60) days, measured from their last verified submission. Empty, never-activated platform slots may be registered at any time.
- "48-Hour Update Window" means the forty-eight (48) hour period that opens when a 60-Day Metric Refresh Cycle elapses. The window closes on submission or after 48 hours; a missed window reopens sixty (60) days after it closed.
- "High-Water Mark Rule" means the rule that a metric refresh can only maintain or raise a Clipper's Power Status and never demotes an earned tier.
- "Battlefield Immunity" means permanent tournament access that unlocks when a Clipper earns 1-Star General (1,000 lifetime Verified Gateway Clicks) and is held at every higher Star General rank, regardless of later external channel metrics. Completing a Tournament does not by itself grant Battlefield Immunity.
- "Star General Auto-Gold Promotion" means the automatic upgrade to Gold Status Power Status upon reaching 1-Star General (1,000 Lifetime Verified Clicks).
- "Channel History Vault" means the permanent archive of every superseded channel registration, handle, metric set and screenshot. Archived records cannot be deleted by Users and are retained for audit and legal compliance.
- "In-Tournament Handle Lock" means the rule that a registered handle cannot be swapped while a Tournament on that platform is Live or Paused.
- "Paid-Winner Audit" means the Admin review of every Clipper finishing in a paid position, including channel ownership, the 90-day analytics screenshot, the submitted video, and the four-point caption compliance checklist (#sponsor, @TheClipperGames, the Creator's brand tag and the unique tournament ID), and a manual test that the Clipper's Gateway Link opens their Voting & Sponsor Page. Random spot checks may occur at any time during a Tournament.
- "Live Spot Check" means an Admin review, at any time while a Tournament is Live or during the Settlement Forensic Audit Window, of a Clipper's submitted video (caption, required tags, Sponsorship Disclosure Tag and the 50% original content rule), Gateway Link (opens the Clipper's Voting & Sponsor Page from their profile bio or link page) and 90-day analytics screenshot. Each measure is marked pass or fail. A Clipper who passes all three is shown as Spot-Check Verified on their tournament card; a fail on any one measure is a Spot-Check Disqualification.

- "Sliding-Scale Settlement" means the settlement method under which the percentage of the Gross Tournament Bounty unlocked for distribution equals the whole percentage of Target Gateway Clicks achieved (rounded down), capped at one hundred percent (100%), with zero unlocked below ten percent (10%).
- "Target Ad Platforms" means the social media platforms (TikTok, YouTube Shorts, Instagram Reels, Facebook Reels, and/or X) selected by the Creator at campaign creation. Only clips published on a Tournament's Target Ad Platforms may be entered, scored, or paid in that Tournament.
- "Original Content Rule" means the mandatory rule, applied to every Tournament and not removable by any Creator, that clips must consist of original edits and may not include copyrighted music, footage, logos, or other material the Clipper does not have the rights to use.
- "Raw Footage Vault" (or "Vault Link") means the secure, access-controlled cloud location containing high-definition source video elements provided by a Creator for Clipper customization.
- "Vault Redaction / Unlock Trigger" means the database configuration that keeps all Vault Links hidden from Clippers until the exact timestamp of Tournament Ignition.
- "Tournament Challenge" means an immutable database record binding one distinct Clipper profile to one specific Tournament.
- "The Clipper Army Year-End "Masters Tournament"" means the premier annual championship tournament held at the close of the calendar year, featuring Qualified Soldiers and funded by the Masters Tournament Allocation.
- "Masters Tournament Bounty" means the cumulative cash bounty pool dedicated exclusively to the Year-End Masters Tournament, funded by the Masters Tournament Allocation and by forfeited unclaimed bounty payouts under Section 12.
- "Masters Tournament Allocation" means the mandatory five percent (5.0%) of every Gross Tournament Bounty deposited into the Masters Tournament Bounty.
- "Qualified Soldier" means a Clipper in good standing who has completed at least one official Tournament or Campaign during the calendar year with a verified entry that remained clean through the Settlement Forensic Audit Window, win or lose; finishing placement does not affect qualification. Qualification is revoked upon Disqualification or Permanent Disqualification.
- "Masters ID" means the unique, non-transferable identifier the Platform automatically issues to a Qualified Soldier for a given calendar year and displays on that Clipper's dashboard. The Masters ID is used to verify the Qualified Soldier when registering for that year's Masters Tournament and is void upon forfeiture.
- "Master Token (or "Masters Token")" means an untradable platform qualification asset awarded automatically to a Clipper upon having a clip verified in an official tournament (1 verified tournament = 1 Masters Token).
- "Token Arena Points" means the starting score value of Masters Tokens. Each token grants twenty (20) Starting Arena Points in the Year-End Masters Tournament.
- "Masters Accumulator" means the database ledger tracking each Soldier's cumulative tokens and starting point balance for the year-end championship.
- "Unique Tournament ID" means the unalterable identifier the Platform issues to each Clipper for one specific Tournament, formed of the letters TCG followed by a randomized six-character code (e.g., #TCG3f9a2c). It must appear in the post caption exactly as issued; an ID issued for another Clipper or another Tournament does not count.
- "Required Caption Tags" means the single one-tap caption string shown on the Clipper dashboard for each Target Ad Platform, in the form #TCG… @theclippergames @[Creator's handle for that platform] #sponsor. For hyperlink-native platforms (X, Facebook Reels) the string also contains the Clipper's Gateway Link for convenience. The Unique Tournament ID, both Official Mention Tags and the

Sponsorship Disclosure Tag must remain in the published caption.

- "Official Mention Tags" means the mandatory handles that must be present within video description metadata, specifically @theclippergames alongside the verified handle of the Creator.
- "Sponsorship Disclosure Tag" means the mandatory paid-partnership disclosure hashtag (#sponsor, #ad or #sponsored) that must appear in the caption of every tournament clip, identifying the post as sponsored content competing for a cash bounty payout.
- "Gateway Link" means the proprietary, fraud-monitored tracking URL unique to each individual Clipper for a specific campaign (e.g., theclippergames.com/go/7xK9m2Qa). Opening a Gateway Link loads that Clipper's Voting & Sponsor Page.
- "Opaque Link Code" means the randomized 8-character code of letters and digits (more than 218 trillion possible combinations; links issued before November 9, 2026 may use a longer 32-character code) that maps server-side to one Clipper, one Tournament and the Creator Destination URL, hiding destination parameters and preventing link manipulation.
- "Creator Destination URL" (or "Target URL") means the external hyperlink designated by the Creator as the end destination to which a Viewer is automatically redirected after voting and Cloudflare Turnstile verification on the Voting & Sponsor Page.
- "Voting & Sponsor Page" (formerly the "Gateway Interstitial Page") means the single shared page loaded when a Viewer opens an active Gateway Link. It displays, in order, the Top Sponsor Banner, the Live Ticker, the Clipper Spotlight (avatar, handle, Tier, Star General rank if earned, current standing and live vote total), the Sponsor Logo Box with the Vote Button, and the scrollable Top 10 leaderboard. The Vote Button and the tournament sponsor are visible on load without scrolling. The page is reachable only through a Gateway Link and is excluded from search engines and public site navigation.
- "Vote" means one press of the Vote Button on a Voting & Sponsor Page that passes Cloudflare Turnstile and every rule in Section 10.4. Each counted Vote is one Verified Unique Gateway Click and is worth ten (10) Arena Points. After the Vote and Cloudflare Turnstile verification, the Viewer is automatically redirected to the Creator Destination URL (the end destination).
- "Top Sponsor Banner" means the fixed banner directly beneath the site header on the Voting & Sponsor Page reading "The Clipper Games · Sponsored by" a brand. The Company may sell this space to any advertiser; the tournament's Creator has the first opportunity to purchase it. Until it is sold it shows the tournament Creator's brand.
- "Sponsor Logo Box" means the fixed 300 × 100 pixel (3:1) frame above the Vote Button that displays the tournament Creator's logo, or the Creator's brand name when no logo was uploaded.
- "Cloudflare Turnstile" means the non-intrusive human verification service that runs in the background on the Voting & Sponsor Page when a Viewer presses the Vote Button, validating visitors and neutralizing automated browser traffic. It asks the Viewer to interact only when Cloudflare requires it.
- "Unique Visitor Hash" means the keyed SHA-256 (HMAC) fingerprint generated server-side from an incoming Viewer's IP address and User-Agent with a secret key, used to enforce the per-Viewer Vote limits in Section 10.4. It cannot be reversed into the underlying IP address without the secret key.
- "Anti-Fraud Voter Token" means a random first-party identifier the Voting & Sponsor Page stores in a secure cookie and in the browser's own storage on the Platform's domain only, used solely to recognise a browser that has already voted (for example after it changes VPN location). It is strictly necessary for vote integrity, is never used for advertising or cross-site tracking, and is stored by the Platform only as a keyed hash.
- "Device Signature" means a keyed hash of the Viewer's browser type and coarse device characteristics (such as screen size, processor cores, time zone, language and graphics chip) used only to limit how many Votes a single device can add for the same Clipper in a short period, whatever network or private window it uses.

- "Bio Clicks" (or "Gateway Clicks") means clicks by viewers on a Clipper's Gateway Link placed in the Clipper's social profile bio, caption or description, as recorded in the Platform's server ledger. Only Bio Clicks that qualify as Verified Unique Gateway Clicks count toward Arena Points, Leaderboard standings, Hall of Fame totals or any other scoring.
- "Verified Unique Gateway Clicks" means deduplicated, non-proxy, human-verified redirect requests routed through a Clipper's designated Gateway Link that have passed Cloudflare Turnstile and all automated integrity and bot-filtering checks, counted at most once per Unique Visitor Hash per Clipper per platform link, within the Vote Limit in Section 10.4. Each Verified Unique Gateway Click is recorded as one Vote.
- "Verified Lock Timestamp" means the precise server-side UTC timestamp recorded when a Clipper's clip successfully clears Locked Clip validation (author handle, Unique Tournament ID, Official Mention Tags and Sponsorship Disclosure Tag).
- "Locked Clip" (or "Locked Post") means a submitted short-form video link that has passed automated intake scanning (author handle match, Unique Tournament ID, all Official Mention Tags and the Sponsorship Disclosure Tag; Gateway Link placement is not part of intake scanning) and can no longer be edited, modified, or replaced in the database.
- "Verification Token" means the passkey issued to a Clipper after a video clears Locked Clip validation, authorizing the entry to accrue Leaderboard score.
- "Invalid Traffic (IVT)" means any impressions, engagement metrics, click records, or view tallies generated, manipulated, or amplified via non-human scripts, emulators, click farms, incentivized micro-task labor, VPN networks, hosting subnets, browser manipulation tools, or engagement pods.
- "Gross Tournament Bounty" (or "Total Tournament Bounty" or "Bounty Pool") means the gross cash amount, equal to the Creator's full authorized tournament budget (Target Gateway Clicks × Cost per Verified Click plus any Residual Bounty Absorption), committed and deposited into escrow by the Creator before a tournament can ignite.
- "Platform Operating & Administration Fee" means the ten percent (10.0%) of the Gross Tournament Bounty retained by Cliptect.
- "Net Clipper Bounty Pool" means eighty-five percent (85.0%) of the unlocked Gross Tournament Bounty, less any Administrative and Transactional Fees permitted under Section 12, made up of the Commander's Choice Bonus (fifteen percent (15.0%) of the unlocked Gross Tournament Bounty) and the Leaderboard Allocation (seventy percent (70.0%) of the unlocked Gross Tournament Bounty), which is distributed to winning Clippers according to the Creator Payout Schedule.
- "Commander's Choice Bonus" means fifteen percent (15.0%) of the unlocked Gross Tournament Bounty, awarded by the Commander's Choice Judge to the Review Clip it judges the best creative work among the Top 10 click finishers of a Tournament under Section 12.11. The bonus is always awarded by human judgment and is never awarded automatically on the basis of clicks, rank or chance.
- "Review Clip" means the single verified Tournament clip put forward for Commander's Choice judging on behalf of each Top 10 finalist: the clip posted on the platform that delivered that Clipper's highest number of Verified Unique Gateway Clicks in the Tournament. Where two or more platforms are tied, or no clicks are attributed to any platform, it is the Clipper's earliest verified clip. The Review Clip is selected automatically from recorded click data and cannot be swapped or nominated by the Clipper.
- "Commander's Choice Judge" means the person who selects the Commander's Choice Bonus winner: the Creator, where the Creator elected at campaign creation to judge and makes a selection within the Creator Judging Window, or otherwise the Company. The election is made once at campaign creation and cannot be changed after launch.
- "Creator Judging Window" means the forty-eight (48) hours after the Company completes Final Verification of a Tournament's paid rankings under Section 12.12, during which a Creator who elected

to judge may select the Commander's Choice Bonus winner. If the window closes without a selection, judging passes to the Company, which selects the winner within a further forty-eight (48) hours.

- "Masters Commander's Choice Award" means fifteen percent (15%) of the Masters Tournament Bounty, awarded by the Masters Judging Panel to the best creative clip among the Top 25 click finishers of the Year-End Masters Tournament under Section 9.
- "Masters Judging Panel" means the panel of judges selected by the Company (which may include guest Creators, professional editors and industry figures) that reviews the Masters Commander's Choice finalists and announces its decision in a filmed and published judging session.
- "Creator Payout Schedule" means the number of paid finishing positions and the percentage of the Leaderboard Allocation (seventy percent (70.0%) of the unlocked Gross Tournament Bounty) assigned to each position, selected by the Creator at campaign creation (a Platform standard preset or a Custom split) and published on the Tournament card.
- "Administrative and Transactional Fees" means actual third-party payment gateway charges, merchant processing fees, payout and transfer fees, banking and wire fees, currency conversion costs, and direct escrow handling costs incurred in collecting, holding, or disbursing tournament funds.
- "Deposit & Transfer Fees" means outbound payment processing and payout transfer fees (e.g., Stripe Connect payout fees) incurred when delivering Bounty Payouts, Commander's Choice Bonuses and refunds to Clipper and Creator accounts.
- "Escrow Account" means the isolated financial holding state where bounty funds remain secured from deposit until settlement verification or refund.
- "Cost Per Thousand (CPM)" means the Creator campaign efficiency metric calculated as Total Spend / (Total Verified Views / 1,000).
- "Settlement Forensic Audit Window" means the mandatory review period of a minimum of forty-eight (48) hours following the Final Whistle, extendable by the Company under Section 11, during which results are audited before any payout.
- "Official Tie-Breaker" means the ranking hierarchy in Section 8 used to separate Clippers with equal Total Arena Points.
- "Multi-Tier Sifting Firewall" means the automated inspection engine that evaluates Gateway click velocity, visitor uniqueness, and IP reputation to protect tournament and bounty integrity.
- "Tier 1 (Organic Auto-Clear)" means low-volume submissions (under 10,000 views) exhibiting standard statistical noise that are cleared without penalty.
- "Tier 2 (Definitive Fraud & Auto-Disqualification)" means hard violations that trigger automated disqualification and permanent ban enforcement without manual discretion.
- "Tier 3 (High-Stakes Quarantine)" means a provisional hold applied to any submission ranked within the paid positions during the final six (6) hours of a campaign that exhibits statistical anomalies.
- "Click Velocity Anomaly" means Gateway click patterns inconsistent with genuine human traffic, including repeat clicks from the same visitor fingerprint, machine-timed bursts, or clicks originating from datacenter, hosting, proxy, or VPN networks.
- "Velocity Spike Window" means a view surge exceeding 50,000 views within a 6-hour window accompanied by viewer retention below 10%.
- "Datacenter IP Prefix Filter" means the automated blacklist matching incoming click requests against known commercial proxy, VPN, and hosting IP blocks.
- "Trust Score Penalty" means the automatic 10-point deduction from a Clipper's Trust Score for each confirmed infraction.
- "Pending Audit / Payout Freeze" means a provisional status where a Clipper's bounty payout is held pending manual inspection of social metrics and click logs.

- "Permanent Disqualification (Banned Soldier)" means the complete forfeiture of tournament placement, bounty winnings and Masters Tokens, and permanent termination of the Clipper's account due to intentional botting, link farming, or fraud.
- "Supported Platforms" means the five officially supported social networks for tournament clips: TikTok, YouTube Shorts, Instagram Reels, Facebook Reels, and X (formerly Twitter).
- "Stripe Connect" means the payment infrastructure that handles Creator funding, identity verification (KYC), and payouts to Clippers.
- "Privacy Policy" means the Company's standalone Privacy Policy published at theclippergames.com/privacy, incorporated into this Agreement by reference.
- "Launch Type" means the Creator's choice, made at tournament creation, of how a Tournament starts: a Standard Battle or a Flash Battle. The Launch Type and Kickoff cannot be changed after creation.
- "Standard Battle" means a Tournament with a scheduled Kickoff set by the Creator between seventy-two (72) hours and thirty (30) days after creation. Registration closes forty-eight (48) hours before Kickoff, when the Raw Video Vault unlocks for the registered roster (the 48-Hour Prep Window); the Tournament clock and voting start at Kickoff.
- "Flash Battle" means a Tournament that goes live the moment it is created. The Raw Video Vault unlocks immediately for every registered Clipper, voting opens immediately, and registration stays open until the Final Whistle. Flash Battles do not use a whitelist.
- "Kickoff" means the moment a Tournament goes live: the scheduled time of a Standard Battle, or the moment of creation of a Flash Battle. Votes are only counted from Kickoff until the Final Whistle.
- "Late List (Standby)" means the standby list for a Standard Battle. Clippers who sign up between forty-eight (48) and twenty-four (24) hours before Kickoff join the Late List instead of the roster. They receive vault access and full participation only if the Creator admits the Late List, which the Creator may do once at any time between forty-eight (48) hours before Kickoff and Kickoff. After admission, Clippers who sign up during the remainder of the late registration window are admitted automatically. If the Creator never admits the Late List, Late List Clippers do not take part.
- "Supplemental Whitelist" means the separate whitelist file containing only admitted Late List Clippers, available once late registration closes twenty-four (24) hours before Kickoff, so the Creator only uploads the new handles.

2. Binding Scope, Enforceability, and Clickwrap Protocol

This Global Master Agreement (the "Agreement") is a legally binding contract between you and Cliptect. By checking the affirmation box on any registration, onboarding, or campaign-launch form, or by otherwise using the Platform, you declare that you have read, understood, and consented to this Agreement and to the Privacy Policy, which is incorporated herein by reference.

The Company implements a strict Clickwrap Interface. Account registration and campaign launch cannot be completed unless the User actively checks the affirmation checkbox; the Terms and Privacy Policy are publicly accessible from the checkbox and from every page footer. The Company may update or amend these terms at any time. Revised terms take effect when published, and continued use of the Platform after publication constitutes acceptance of the modified Agreement, provided that rules already locked for a Live Tournament under Section 15 are not changed for that Tournament.

3. User Account Tiers and Eligibility Standards

You represent and warrant that you possess full legal capacity and are at least eighteen (18) years of age, or the age of majority in your jurisdiction if higher. Underage use is strictly prohibited. One person may hold only one account.

By linking or registering social channels, the Clipper grants the Platform permission to evaluate channel metadata to determine Profile Power, assign Fleet Brackets, and adjust Power Status and Channel Stars. Power Status is assigned only through Entry Vetting of historical 90-day analytics screenshots. A Clipper's Trust Score is tied to account legitimacy; if the Trust Score drops below 50, BlueCheck validation is removed, high-tier tournament access is restricted, and pending cash payments are held for audit.

Battlefield Promotion. Star General Ranks are earned solely from Lifetime Verified Clicks: 1-Star General at 1,000, 2-Star General at 2,500, 3-Star General at 5,000, 4-Star General at 10,000, and 5-Star General at 25,000. Ranks are calculated automatically by the Platform and cannot be purchased, transferred, or claimed from screenshots or third-party metrics. Clicks invalidated under Section 11 are removed from Lifetime Verified Clicks and the rank recalculated. Under The 100 General Rule, 5-Star Generals Only Tournaments stay locked until at least one hundred (100) 5-Star Generals exist platform-wide; until then every Tournament is open to the Total Clipper Army.

Clipper Academy Access. A Clipper whose Power Status is Academy Cadet (0–999 views) may not enter a cash Tournament unless they hold Battlefield Immunity or the Creator has switched on "Open to Clipper Academy" for that Tournament before it goes live. The setting applies only to that Tournament, cannot be combined with 5-Star Generals Only, is locked at Tournament Ignition, and does not change clip verification, click-only scoring, Trust Score, ban or payout rules.

4. Bona Fide Competition of Skill Safe Harbor (Anti-Gambling / Anti-Lottery Declarations)

YOU ACKNOWLEDGE AND EXPRESSLY AGREE THAT EVERY TOURNAMENT OPERATED ON THE PLATFORM CONSTITUTES A BONA FIDE COMPETITION OF HUMAN SKILL. Leaderboard progression and bounty distribution are calculated exclusively from the Clipper's editing skill, timing, technical proficiency, distribution strategy, audience retention, and marketing capability. No element of random chance, lottery, sweepstakes, or wagering is integrated into the Platform. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN, AND A PURCHASE WILL NOT IMPROVE A CLIPPER'S CHANCES OF WINNING. Clippers are never required to pay an entry fee, purchase tickets, or place wagers. The Commander's Choice Bonus and the Masters Commander's Choice Award are decided solely by human judgment of creative quality (by the Creator, the Company or the Masters Judging Panel) among the top click finishers, never by random selection and never automatically by click totals. The Year-End Masters Tournament is a skill competition and is not a lottery, raffle, or jackpot. If the jurisdiction where you reside restricts or prohibits skill-based marketing or video-editing competitions, you are prohibited from using the Platform.

5. Asset Vault Architecture, Vault Redaction, and Technical Performance Disclaimers

Creators uploading or linking source material warrant that all files are uncorrupted and free from malicious software. No User may bypass Vault Redaction before the vault unlocks under Section 12.10 (48 hours before Kickoff for a Standard Battle, for admitted Late List Clippers once the Creator admits them, and at creation for a Flash Battle). Cliptect gives no guarantee that file transfers will maintain consistent speeds, that cloud pipelines will prevent corruption, or that 4K source assets will download error-free during high-traffic windows. The Clipper assumes all data transfer, storage, processing, and hardware costs incurred in downloading or editing Vault assets.

6. Free-For-All (FFA) Arenas, Public Likeness, and Brand Licenses

By initializing a Free-For-All (FFA) Arena, the Creator grants each participating Clipper a non-exclusive, worldwide, royalty-free, limited, revocable license to discover, modify, edit, and publish publicly accessible videos, voice recordings, images, trademarks, avatars, or stream captures containing the Creator's likeness and brand for the promotional scope of that Tournament. The Creator waives Right of Publicity, false endorsement, and trademark claims against participating Clippers and Cliptect for videos produced within the bounds of that Tournament. Use of a Creator's likeness to construct defamatory content, explicit deepfakes, merchandise, or illegal media triggers instant disqualification, account termination, and full legal liability for the Clipper.

7. Creator Editorial Waiver and Waiver of Content Approval

THE CREATOR AGREES THAT, ONCE A TOURNAMENT IGNITES, THEY RETAIN NO RIGHT OF REJECTION, EDITORIAL CONTROL, OR CENSORSHIP OVER WHAT A CLIPPER PRODUCES, EDITS, OR PUBLISHES WITHIN THE PUBLISHED BRAND GUIDELINES. The Creator acknowledges that Clippers may use humor, satire, meme styling, or unconventional formats. The Creator may not demand that the Platform alter Leaderboard points, reduce metrics, or penalize a Clipper based on creative style, formatting, audio mixing, or narrative direction. This waiver does not extend to content that is unlawful, defamatory, or in breach of Section 6.

8. Gateway Click Scoring, Final Settlement, Point Validation, and Official Tie-Breaker

8.1 Live Scoring. During the Live phase, rankings are calculated exclusively from Verified Unique Gateway Clicks recorded in the Platform's server ledger. Arena Points = Verified Unique Gateway Clicks × 10. Likes, comments, shares, and views on third-party platforms do not award Arena Points.

8.2 Final Settlement Scoring. At the Final Whistle, Gateway tracking is frozen and the final standings are the Verified Unique Gateway Click totals recorded in the Platform's server ledger, after removal of any clicks invalidated by the Multi-Tier Sifting Firewall or the Settlement Forensic Audit. Total Arena Points = Verified Unique Gateway Clicks × 10. No third-party video metrics are used to calculate Arena Points.

8.3 Starting Points. Qualified Soldiers holding Masters Tokens carry Starting Arena Points into the Year-End Masters Tournament as recorded in the Masters Accumulator. Points accrue to a Clipper's Display Name only after a post clears intake verification and receives a Verification Token. Once a post receives a Verification Token it enters a Locked Post state: the Clipper can no longer swap the video URL, modify the metadata, or substitute the linked channel. Deleting or materially modifying a Locked Clip on a third-party platform before the Settlement Forensic Audit Window closes results in automatic zeroing of that entry.

8.4 Official Tie-Breaker. If two or more Clippers have equal Total Arena Points at settlement, placement is decided by the earlier Verified Lock Timestamp of the Clipper's qualifying clip. The Company's determination under this rule is final.

9. The Clipper Army Year-End "Masters Tournament" Rules

The Company operates an annual championship titled The Clipper Army Year-End "Masters Tournament" at the conclusion of each calendar year, funded by the Masters Tournament Bounty, which receives the Masters Tournament Allocation of five percent (5.0%) of every Gross Tournament Bounty together with any bounty payouts forfeited under Section 12.

To become a Qualified Soldier, a Clipper must complete at least one official Platform tournament during that calendar year with a verified entry that is not flagged, quarantined or disqualified when the

tournament settles after its Settlement Forensic Audit Window. Win or lose, one such clean tournament entry qualifies a Soldier, and qualification is recorded automatically at settlement; an entry held for review qualifies only if and when it is cleared. Upon qualification the Platform issues the Soldier a unique Masters ID, shown on the Clipper dashboard, which must be presented and is verified against the Soldier's account when registering for the Masters Tournament. Each additional tournament completed with a clean entry cumulatively stacks one (1) additional Master Token (1 tournament = 1 Master Token). Master Tokens carry no cash value, are non-transferable, and expire at the close of that year's championship. Each Masters Token held within a Clipper's profile converts into twenty (20) Starting Arena Points inside the Masters Tournament. Qualification and the accrual of Master Tokens are strictly contingent upon maintaining an account in good standing. If a Clipper is disqualified from any Tournament or Campaign, or is designated a Banned Soldier, for botting, click farming, Invalid Traffic, identity misrepresentation, or any other violation of this Agreement, that Clipper immediately and permanently forfeits all Master Tokens and Starting Arena Points accrued in that calendar year, loses Qualified Soldier status, and is ineligible to participate in that year's Masters Tournament. Forfeited tokens have no cash value and are not reinstated.

Masters Payout Distribution. Following the minimum 48-hour audit, the Masters Tournament Bounty is distributed as follows: (a) forty percent (40.0%) to the Masters Champion (1st place); (b) twenty-five percent (25.0%) divided equally among the next ten (10) ranked Qualified Soldiers (2nd through 11th place), two and one-half percent (2.5%) each; (c) fifteen percent (15.0%) as the Masters Commander's Choice Award; and (d) twenty percent (20.0%) retained by the Company for administration. Ties are resolved under Section 8.4.

Masters Commander's Choice Award. Once the audit clears, the Top 25 click finishers (Qualified Soldiers with clean, verified entries, ranked under the same tie-breakers) become the finalists. The Masters Judging Panel reviews every finalist clip and selects one Soldier to receive the whole award, based on creative quality, hook, editing, storytelling and brand fit. The Panel's deliberation and decision are filmed and published, and the Company intends to announce the decision within seven (7) days after the audit clears. The award is never assigned automatically to the click leader or by any random or mechanical method. If the Panel cannot convene or decide because of events outside the Company's reasonable control (including war, civil unrest, natural disaster, epidemic, illness or loss of judges), the Company itself reviews the finalist clips and awards the bonus on the same creative criteria. The award may be received in addition to a leaderboard payout and is subject to the same audit, identity verification and payout conditions as other Masters payouts. Judges must disclose and recuse themselves from any conflict of interest, and no Soldier may offer anything of value to a judge.

Reservation of Rights — Masters Tournament. The Company reserves the absolute right, at its sole discretion, to amend, update, modify, restructure, reschedule, suspend or discontinue the Year-End Masters Tournament, including its format, schedule, qualification standards, Master Token accrual and Starting Arena Point conversion values, finalist pool sizes, judging panel and judging procedures, payout tiers, and payout distribution percentages, at any time before the official ignition of that year's championship. Changes take effect when published on the Platform. No User or Qualified Soldier acquires any vested contractual or monetary right in any preliminary payout percentage, bounty structure, finalist pool, or qualification metric before the championship officially ignites and its rules are locked. Once the championship ignites, its rules and payout percentages are locked for that championship except as required by law or to address Invalid Traffic under Section 11. Amounts already contributed to the Masters Tournament Bounty remain dedicated to a Masters championship.

10. Gateway Link Architecture, Opaque Tracking, the Voting & Sponsor Page, and What Counts as a Vote

Clip Verification and Gateway placement. A clip is accepted (becomes a Locked Clip) when the public post comes from the Clipper's registered handle and its caption contains the Clipper's Unique Tournament ID for that Tournament, both Official Mention Tags and a Sponsorship Disclosure Tag. Because the Unique Tournament ID is issued to one Clipper for one Tournament and the author handle must match the registered channel, these checks together tie the clip to the Clipper. The Platform does not scan the Clipper's profile bio, link-in-bio pages or captions for the Gateway Link at intake. The Clipper is nonetheless responsible for placing their Gateway Link where Viewers can tap it — the profile bio on TikTok, YouTube Shorts and Instagram Reels, and the post or profile bio on X and Facebook Reels — because Votes can only be cast through the Gateway Link. The Company may test a Clipper's Gateway Link during any spot check or Paid-Winner Audit.

10.1 Mandatory Sponsorship Disclosure. Every tournament clip is sponsored content. The Clipper must include a Sponsorship Disclosure Tag (#sponsor, #ad or #sponsored) in the post caption, clearly visible alongside the Unique Tournament ID and Official Mention Tags, and must also turn on any built-in paid-partnership or branded-content label the posting platform offers where its rules require it. Clips without a Sponsorship Disclosure Tag are rejected at intake. Removing or hiding the disclosure after acceptance is a violation of this Agreement and of applicable advertising-disclosure laws (including the U.S. FTC Endorsement Guides and equivalent rules in other jurisdictions), and may lead to disqualification and forfeiture of that Tournament's bounty payout. The Clipper remains solely responsible for complying with the disclosure rules of their own jurisdiction and of each platform.

10.2 The Voting & Sponsor Page. Viewers who open a Clipper's Gateway Link arrive on that Clipper's Voting & Sponsor Page. The same page layout serves every Clipper; the Platform fills in each Clipper's data server-side from the Opaque Link Code. The Creator Destination URL is resolved server-side and cannot be altered by URL parameters. Voting & Sponsor Pages are reachable only through a Gateway Link; they are not listed in site navigation and are excluded from search engines.

10.3 Voting. Pressing the Vote Button runs Cloudflare Turnstile in the background. If the Vote counts, the Clipper's live vote total and standing update. A Vote is recorded in the Platform's ledger before any redirect, so it counts even if the Viewer leaves the page. After the Vote and Cloudflare Turnstile verification, whether or not the Vote counts, the Viewer is automatically redirected to the Creator Destination URL (the end destination); the page shows a three (3) second countdown with a "Continue" button the Viewer may press to go immediately.

10.4 What Counts as a Vote. A Vote counts as one (1) Verified Unique Gateway Click, worth ten (10) Arena Points, only when all of the following are true: (a) the Tournament is Live (votes before ignition or after the Final Whistle do not count); (b) the Clipper's entry has a verified, accepted clip in that Tournament; (c) the Viewer passed Cloudflare Turnstile for that Vote; (d) it is within the Vote Limit below; and (e) it is not later removed as Invalid Traffic under Section 11 or the Settlement Forensic Audit. Vote Limit: each Viewer (recognised by a Unique Visitor Hash or an Anti-Fraud Voter Token, so changing network or VPN location does not create a new Viewer) may cast at most one (1) Vote per Clipper per platform link. In a Tournament whose Creator selected only one Target Ad Platform, a Viewer may cast one (1) Vote per Clipper in total. In a Tournament with two (2) or more Target Ad Platforms, a Viewer may cast up to two (2) Votes per Clipper, and each must come through the Clipper's Gateway Link for a different platform (for example, one through the TikTok link and one through the YouTube Shorts link). Further presses — a repeat on the same platform link, or a third platform — are not counted, and the Viewer is still automatically redirected to the Creator Destination URL. In addition, one Device Signature may add no more than three (3) Votes for the same Clipper in any rolling sixty (60) minute period. These limits apply separately to each Clipper, so a Viewer may also vote for other Clippers in the same Tournament under

the same limits. Votes continue to count for Arena Points and Leaderboard placement after the Target Gateway Clicks are reached (Over-Delivery) at no extra charge to the Creator.

10.5 Prohibited Vote Practices. Clippers may not buy, sell, trade or reward Votes; organize vote-for-vote exchanges, engagement pods or giveaways conditioned on voting; vote for themselves; or generate Votes through bots, scripts, emulators, click farms, incentivized micro-task labor, VPNs, proxies or data-center networks. Votes obtained this way are Invalid Traffic: they are removed, and the Clipper is subject to Trust Score penalties, disqualification and the forfeitures in Sections 9 and 11. The Company's vote ledger is the sole and final record of Votes.

10.6 Sponsor Logo. A Creator may upload one logo for the Sponsor Logo Box when creating a Tournament. The logo must be a PNG, JPG or WebP image of no more than 2 MB, at least 250 × 75 pixels, with a wide landscape shape between 2.2:1 and 3.8:1 (3:1 is ideal, for example 300 × 100 or 600 × 200). The Creator warrants that it owns or is licensed to use the logo and every trademark in it, and grants the Company a non-exclusive, royalty-free licence to display it on the Voting & Sponsor Pages, Tournament cards and promotional materials for that Tournament. The Company may refuse or remove any logo that is unlawful, misleading, infringing or offensive. If no logo is uploaded, the Creator's brand name is shown in its place.

11. Multi-Tier Sifting Firewall, Fraud Detection, Settlement Forensic Audit Window, and Payout Freezes

Channel registration and metric integrity: each Clipper warrants sole ownership of every registered handle and the accuracy of every submitted 90-day analytics screenshot (PNG, JPG or WebP, maximum 1MB) and typed metric. Self-reported metrics set Entry Vetting tier only and never determine scoring or settlement. Submitting unowned handles or falsified metrics is fraud and results in immediate disqualification, forfeiture of all tournament earnings, and a potential permanent ban. Metric and handle updates follow the 60-Day Metric Refresh Cycle, 48-Hour Update Window, High-Water Mark Rule and In-Tournament Handle Lock; superseded records are kept in the Channel History Vault. Clippers in paid positions are subject to a Paid-Winner Audit, which may include a live screenshare verification, before escrow release; Battlefield Immunity and Star General Auto-Gold Promotion apply as defined in Section 1.

To protect escrowed bounty capital, the Platform evaluates visitor velocity, routing nodes, browser types, and social signals across three tiers:

- Tier 1 (Organic Auto-Clear): submissions registering fewer than 10,000 views that exhibit normal statistical deviation are cleared automatically.
- Tier 2 (Definitive Fraud & Auto-Disqualification): hard anomalies trigger automated disqualification and permanent ban without manual review, including viewer retention below 1.0% on high-volume views, or traffic matching the Datacenter IP Prefix Filter (cloud subnets such as AWS, Google Cloud, DigitalOcean, Hetzner, OVH, Linode, or commercial proxy/VPN networks) rather than residential or mobile networks.
- Tier 3 (High-Stakes Quarantine): any submission occupying a paid position during the final six (6) hours of a campaign that exhibits statistical variation is placed into Pending Audit / Payout Freeze.

11A. Settlement Forensic Audit Window and Enforcement

Upon the official conclusion of any Tournament (the Final Whistle at 00:00:00 UTC), all preliminary leaderboard standings, metric logs, click streams, and associated participant accounts are placed into a mandatory settlement review for a minimum period of forty-eight (48) hours. Cliptect reserves the unilateral and unreviewable right to extend this audit window beyond forty-eight (48) hours, without limitation, where anomalies, bot flags, suspicious traffic divergence, third-party API delays, or suspected fraudulent conduct warrant further forensic investigation. No tournament bounty payout shall be deemed final, earned, vested, or payable until formal audit clearance is issued by Cliptect.

Spot-Check Disqualification. If a Clipper fails any measure of a Live Spot Check or Paid-Winner Audit, the Company may disqualify that entry from the Tournament. The Clipper's tournament card states which measure failed (Video Compliance, Gateway Link Test or 90-Day Analytics Verification). Compliance is assessed per Tournament Entry: all of a Clipper's clips in a Tournament, on every platform, form one Tournament Entry. Every clip must keep its caption intact (sponsor disclosure, the official Platform tag, the Creator's tag and the unique tournament ID) for the whole Tournament; because clip intake verifies all four items before a clip is accepted, any item found missing at a Live Spot Check or Final Verification is treated as removal or alteration after acceptance and fails Video Compliance, and the disqualification reason lists each missing item. A failure on any single clip disqualifies the entire Tournament Entry on every platform, even if the Clipper's other clips comply; the Clipper's Verified Gateway Clicks from all platforms are removed with it. The entry forfeits its standing and any payout for that Tournament, the Clipper's Trust Score is reduced by ten (10) points, and BlueCheck is suspended if the score falls below 50. In the paid standings, Clippers ranked below the disqualified entry each move up one position; the payout amount attached to each position does not change. The Company stores a timestamped screenshot of the infraction and the reviewing Admin's notes in a private, Admin-only evidence record, which is retained for disputes, chargebacks and legal review and is not deleted at the Clipper's request.

Every Clipper begins with a Trust Score of 100 (floor 0). Each confirmed infraction results in an automatic 10-point Trust Score Penalty. Below 50 the Clipper is placed on the Warning List and BlueCheck is suspended; below 30 the account is placed Under Review for Ban. Admins may review a Clipper's 90-day analytics screenshots at any time, including outside any Tournament; approval makes the Clipper BlueCheck Verified.

Permanent Ban. Falsified 90-day analytics screenshots or metrics, stolen or impersonated handles, botting, click farms and fake votes are grounds for an immediate Permanent Ban from any Admin review, at any time and regardless of Trust Score. On a Permanent Ban the Clipper's email address and every handle they registered are added to the Banned Ledger and may never be used to create an account or register a channel again; the Clipper is removed from every live Tournament and from every finished Tournament whose Final Verification is not yet complete, and every Clipper ranked below them moves up one position (the payout amount attached to each position does not change).

Where the Company identifies deliberate link farming, botting, or other Invalid Traffic, it may impose Permanent Disqualification: the User is designated a Banned Soldier, tournament positions are zeroed, Masters Tokens are cancelled, and pending cash balances are forfeited. Forfeited bounty amounts are redistributed to the next eligible Clippers in ranking order under the Creator Payout Schedule. The Company's audit determinations are made in its sole discretion and are final.

12. Escrow Allocation, Sliding-Scale Settlement, Bounty Distribution, Creator Payout Schedule, Post-Ignition Lock, and Payout Conditions

12.1 Pricing, Funding, Integer Click Division and Lock. The Creator enters a tournament budget in whole U.S. dollars of not less than five hundred U.S. dollars ($500 USD) and sets a Cost per Verified Click of not less than the CPC Floor ($0.38 USD). The Platform calculates the Target Gateway Clicks by Integer Click Division (Target Gateway Clicks = ⌊Budget ÷ Cost per Verified Click⌋). To maintain single-charge accounting without billing variances, the Creator's full stated budget is deposited into escrow as the Gross Tournament Bounty. Any residual balance resulting from Integer Click Division, which is always less than one (1) Cost per Verified Click, is irrevocably allocated to the Gross Tournament Bounty by Residual Bounty Absorption for distribution to Clippers and shall not be refunded, credited, or deducted as a billing adjustment; Target Gateway Clicks are not increased by the residual. To initiate a Tournament, the Creator must fund 100% of the Gross Tournament Bounty into the Platform's escrow. The Cost per Verified Click, Target Gateway Clicks, Total Tournament Bounty, and Tournament eligibility are locked at Tournament Ignition. UPON TOURNAMENT IGNITION, THESE FUNDS ENTER AN IRREVOCABLE, NON-REFUNDABLE ESCROW LOCK. THE CREATOR MAY NOT DEMAND A REFUND, RETRACT FUNDS, SUBMIT A CHARGEBACK, OR CANCEL THE ESCROW AFTER IGNITION, including because the Creator dislikes the edits, finds clip volume lower than expected, or changes marketing direction.

12.2 Expiration Exception. If, and only if, a Tournament fails to ignite within seven (7) days of launch (or, for a Standard Battle, has no Clipper on its roster at Kickoff), or delivers less than ten percent (10%) of its Target Gateway Clicks at the Final Whistle, it enters an Expired state and the escrow is returned to the Creator's registered payment method, less any non-recoverable payment-processing, currency-conversion, transfer and other Administrative and Transactional Fees incurred to deposit and return the funds (a "Full Automated Refund"). Such fees are charged by third-party payment processors, are not retained as profit by the Company, and are deducted from the refunded amount.

12.3 Sliding-Scale Settlement. At the Final Whistle and after the Settlement Forensic Audit, the share of the Gross Tournament Bounty unlocked for distribution equals the whole percentage of the Target Gateway Clicks achieved, rounded down: (a) below ten percent (10%), nothing is unlocked and the Expiration Exception in Section 12.2 applies; (b) from ten percent (10%) to ninety-nine percent (99%), that same percentage of the Gross Tournament Bounty is unlocked (for example, 25% of Target Gateway Clicks unlocks 25% of the bounty, and 26% unlocks 26%); (c) at or above one hundred percent (100%), the full Gross Tournament Bounty is unlocked. The portion not unlocked is returned to the Creator's registered payment method, less any non-recoverable payment-processing and transfer fees attributable to that portion. Only Verified Unique Gateway Clicks that survive the Multi-Tier Sifting Firewall and the Settlement Forensic Audit count toward the percentage achieved. Reaching one hundred percent (100%) of the Target Gateway Clicks does not end the Tournament: it remains Live until its scheduled Final Whistle, Over-Delivery clicks continue to count toward Arena Points and Leaderboard placement, and the Creator's spend never exceeds the Total Tournament Bounty, so Over-Delivery is provided at no additional charge.

12.4 Gross Bounty Allocation. The unlocked Gross Tournament Bounty is apportioned as follows: (a) ten percent (10.0%) retained by Cliptect as the non-refundable Platform Operating & Administration Fee; (b) five percent (5.0%) allocated to the Masters Tournament Bounty; (c) fifteen percent (15.0%) reserved as the Commander's Choice Bonus under Section 12.11; and (d) seventy percent (70.0%) (the "Leaderboard Allocation") distributed according to the Creator Payout Schedule. Each share is a flat percentage of the unlocked Gross Tournament Bounty, and together they total one hundred percent (100%). Items (c) and (d) together form the Net Clipper Bounty Pool (85.0%).

12.5 Administrative and Transactional Fee Disclaimer. Cliptect reserves the right, under applicable circumstances, to deduct actual Administrative and Transactional Fees — including third-party payment

gateway charges, merchant processing fees (including Stripe fees), payout and transfer fees, international wire and banking fees, currency conversion costs, and direct escrow handling costs — from the Gross Tournament Bounty before the Net Clipper Bounty Pool is finally determined. Where a Creator's deposit is reversed, charged back, or found to be fraudulent, Cliptect has no obligation to disburse uncollected funds to any Clipper.

12.6 Creator-Determined Payout Schedule. The Creator has sole discretion at campaign creation to establish the Creator Payout Schedule for the Leaderboard Allocation, either by selecting a Platform standard preset (Top 5, Top 10, or Top 20) or by specifying a Custom split, provided that the paid positions number between one (1) and twenty (20) and the percentages total exactly one hundred percent (100%) of the Leaderboard Allocation. The Creator Payout Schedule is published on the Tournament card visible to Clippers before entry and becomes an immutable, binding commitment upon Tournament Ignition. If fewer eligible Clippers finish than there are paid positions, the Leaderboard Allocation is distributed proportionally among the eligible finishers according to their scheduled percentages.

12.7 Identity Verification and Unclaimed Bounty Payouts. Winning Clippers must complete Stripe Connect identity verification (KYC) and all required tax documentation within ninety (90) calendar days of audit clearance. Bounty balances unclaimed after ninety (90) days are irrevocably forfeited and reallocated to the Masters Tournament Bounty.

12.8 Minimum Payout Threshold. The minimum withdrawal amount from a Clipper's wallet balance is twenty U.S. dollars ($20.00 USD). Balances below this threshold remain in the wallet until the threshold is reached.

12.9 Tournament Eligibility. Every Tournament is open to the Total Clipper Army by default. A Creator may select 5-Star Generals Only only after The 100 General Rule is satisfied; the Platform enforces this restriction automatically at entry. Academy Cadet, region, and Trust Score restrictions in this Agreement continue to apply to every Tournament.

12.10 Launch Types, Vault Unlock and No-Cancellation. (a) Standard Battle: the Creator sets a Kickoff between seventy-two (72) hours and thirty (30) days after creation. Clippers may register until forty-eight (48) hours before Kickoff. At that moment the Raw Video Vault unlocks for the registered roster so they have a 48-Hour Prep Window to edit. Clippers who sign up between forty-eight (48) and twenty-four (24) hours before Kickoff join the Late List; registration then closes. The Creator may admit the Late List once, at any time between forty-eight (48) hours before Kickoff and Kickoff. Admission immediately unlocks the vault for every Clipper then on the Late List, and any Clipper who signs up after admission and before late registration closes is admitted automatically on registration. Admitted Clippers compete on equal terms with the reduced editing time. Late List Clippers who are not admitted do not take part. At Kickoff the Tournament goes live and its clock starts; if no Clipper is on the roster at Kickoff, the Tournament expires and the Full Automated Refund in 12.2 applies. (b) Flash Battle: the Tournament goes live and the vault unlocks the moment it is created. Registration stays open until the Final Whistle; each Clipper who registers gets the vault on registration and must still submit each clip for verification before it can score. No whitelist is issued for a Flash Battle. (c) No-Cancellation: once the vault has unlocked (48 hours before Kickoff for a Standard Battle; immediately for a Flash Battle) the Creator can no longer cancel the Tournament or withdraw the escrow, because proprietary footage has been released to Clippers. The sliding scale in 12.3, including the full refund below ten percent (10%) of Target Gateway Clicks, continues to apply. (d) Posting and voting: Clippers should not publish their entries before Kickoff. The voting page shows a countdown and does not count Votes before Kickoff, and clip verification opens at Kickoff. (e) Whitelists (Standard Battles only): the Creator is solely responsible for uploading the roster whitelist (and any Supplemental Whitelist) to each platform. The Company cannot verify whether this was done.

12.11 Commander's Choice Bonus. When creating a campaign, the Creator elects who judges the Commander's Choice Bonus: (a) the Creator itself, or (b) the Company. The election is shown on the Tournament record and cannot be changed after launch. At the Final Whistle the bonus is held, and judging opens only once the Company completes Final Verification under Section 12.12. The finalists are always the Top 10, whatever number of places the Creator Payout Schedule pays. The Top 10 click finishers are Clippers with clean, verified entries ranked by Verified Unique Gateway Clicks, using the same tie-breakers as settlement. Clippers may submit verified edits on several platforms, but exactly one Review Clip per finalist is judged: the clip posted on the platform that delivered that Clipper's most Verified Unique Gateway Clicks in the Tournament (ties, or no platform clicks, go to the Clipper's earliest verified clip). The Clipper's other edits are not considered for the Commander's Choice Bonus but continue to count toward the leaderboard. Where the Creator elected to judge, the Creator may review the ten Review Clips from the Tournament card in the Creator dashboard (including a downloadable list of the Top 10 Review Clip links) during the Creator Judging Window and select one Clipper to receive the whole bonus, based on its own judgment of creative quality, hook, editing and brand fit. If the Creator makes no selection within the Creator Judging Window, or where the Creator elected the Company to judge, the Company reviews the same ten Review Clips and selects the winner on the same creative criteria, on the Creator's behalf, within forty-eight (48) hours. The bonus is never awarded automatically to the #1 click finisher. A selection is final once made. The bonus may be awarded to a Clipper who also receives a Creator Payout Schedule payment. The awarded bonus is credited to the Clipper's wallet and is subject to the Settlement Forensic Audit, identity verification and the payout conditions in this Section 12; if the recipient is disqualified, the bonus is forfeited and handled like other forfeited bounty amounts under Section 11. Creators and Company judges may not accept or request anything of value from a Clipper in exchange for a selection.

12.12 Settlement Sequence and Final Payout Authorization. After the Final Whistle, every Tournament with paid places settles in three steps, each shown as a checklist on the Tournament cards of the Creator and participating Clippers: (1) Final Verification — the Company reviews every paid finisher and every Top 10 finisher against the Live Spot Check criteria in Section 11A (video and caption compliance, Gateway Link test, and 90-day analytics), disqualifying and re-ranking where required, and then marks the paid rankings verified, after which no further final checks are recorded for that Tournament; (2) Commander's Choice selection — the Commander's Choice Judge selects the winner under Section 12.11 (where the Company is the judge, the Tournament moves directly to the Company's judging queue); and (3) Final Payout Authorization — the Company authorizes the payout of every verified paid place and the Commander's Choice Bonus. No Bounty Payout or Commander's Choice Bonus is released before all three steps are complete. Authorization starts the transfer process; transfers remain subject to identity verification, wallet set-up and the fees and conditions in this Section 12, and may take additional time to arrive.

12.13 EU, EEA and UK Consumer Right of Withdrawal. This Section applies only to a Creator who is a consumer (an individual acting for purposes outside their trade, business, craft or profession) habitually resident in the European Union, the European Economic Area or the United Kingdom. A Creator who funds a Tournament for a business, brand, channel or other commercial purpose is not a consumer and has no statutory right of withdrawal. (a) Right of withdrawal: a consumer Creator may withdraw from a Tournament contract within fourteen (14) days of funding escrow, without giving a reason, by cancelling the Tournament from the Creator portal or by emailing legal@theclippergames.com with a clear statement of withdrawal. (b) Express request to begin: by checking the tournament-confirmation box at funding, the Creator expressly requests that the Company begin performing the Tournament as scheduled, including releasing the Raw Video Vault to Clippers and starting the tournament clock, before the 14-day withdrawal period ends. (c) Effect of withdrawal: if the Creator withdraws before the Raw Video Vault unlocks, the full amount paid is refunded, without deduction of processing fees, within fourteen (14) days using the same payment method. If the Creator withdraws after the vault has unlocked but within

the 14-day period, the Creator pays an amount proportionate to the service supplied up to the time of withdrawal, measured by the Gross Tournament Bounty already unlocked under the Sliding-Scale Settlement in Section 12.3 at that time; the remainder of the escrow is refunded and the Tournament closes and settles on the clicks delivered to that point. (d) Loss of the right: the Creator acknowledges that the right of withdrawal is lost once the Tournament has been fully performed (the Final Whistle has sounded) within the withdrawal period. (e) Mandatory law: Section 12.1's post-ignition lock and Section 12.10(c)'s no-cancellation rule apply to consumer Creators only to the extent permitted by the consumer law of their country of residence. Nothing in this Agreement removes any right that cannot be waived by contract.

12.15 Administrative Tournament Cancellation. The Company, acting only through an authorized Administrator in the Company's administrative portal, may cancel any Tournament at any stage (Upcoming, Live, or during settlement) before Final Payout Authorization under Section 12.12. This power belongs to the Company alone; Creators and Clippers have no administrative cancellation control, and the Creator's own pre-vault cancellation right under Section 12.10(c) is separate. (a) Grounds. Grounds for administrative cancellation include, without limitation: (i) coordinated fraud, Invalid Traffic, bots, click farms, vote-trading, VPN or proxy rings, or other manipulation that compromises the integrity of the Tournament; (ii) illegal, infringing, defamatory, hateful or otherwise prohibited content in the Raw Video Vault, the Creator's materials or Clipper submissions, including copyright or DMCA claims; (iii) failed, reversed, disputed or charged-back escrow funding, or suspected payment fraud; (iv) a breach of this Agreement by the Creator, including misrepresentation of the brand, destination link or sponsor; (v) technical failure, outage, data loss or a policy, API or algorithm change on a third-party platform or service provider that prevents fair operation or verification; (vi) legal, regulatory, sanctions or law-enforcement requirements, court orders or credible legal risk; (vii) material errors in the Tournament's setup, footage or parameters; and (viii) force majeure or any other circumstance in which the Company reasonably determines the Tournament cannot continue fairly, safely or lawfully. (b) Procedure. On every administrative cancellation: (1) the Administrator must record a written reason, which is kept in the Company's audit records and sent to the Creator; (2) the Tournament stops immediately, its Voting & Sponsor Pages close, and it is removed from leaderboards and the live ticker; (3) click and vote records are retained for audit and dispute purposes but are voided and do not count toward any Clipper's lifetime clicks, Star General rank or the 100 General Rule; entry tiers already earned are not reversed; (4) escrow held for the Tournament is returned to the Creator's registered payment method, less non-recoverable third-party Administrative and Transactional Fees, except that funds may be withheld while fraud, chargeback, breach or legal grounds under (a)(i), (iii), (iv) or (vi) are investigated, and forfeited to the extent permitted by law where the Creator's breach or fraud caused the cancellation; and (5) no Bounty Payout, Commander's Choice Bonus or Master Token is awarded for the cancelled Tournament. (c) No Liability. No Clipper or Creator acquires any vested right to a payout, ranking, prize or compensation in a cancelled Tournament, and the Company is not liable for lost profits, lost effort, editing time or other losses arising from an administrative cancellation, subject to Section 20 and any rights that cannot be waived by law. (d) Deletion of Test Records. The Company may permanently delete Tournaments created for testing, or cancelled Tournaments after any applicable retention or dispute period, together with their associated records.

12.14 Taxes on Creator Payments. Prices, budgets and the Gross Tournament Bounty are stated exclusively of value-added tax (VAT), goods and services tax (GST) and similar sales taxes. Where the law of the Creator's location requires the Company to charge such tax, it is calculated by the Company's payment provider and added at checkout on top of the stated budget; it does not form part of the Gross Tournament Bounty, the Target Gateway Clicks or any payout. A business Creator that provides a valid VAT or GST registration number may be invoiced without tax under the applicable reverse-charge rules and is responsible for accounting for that tax in its own country.

12.16 Featured Tournament Placement (Feature Fee). (a) Offer. A Creator may pay a one-time Feature Fee of one hundred ninety-nine U.S. dollars ($199.00 USD) per Tournament, plus any tax required under Section 12.14, to place that Tournament in the Featured section of The Clipper Games home page and Upcoming Tournaments page. The Feature Fee is separate from, and never forms part of, the Gross Tournament Bounty, the escrow or any payout. (b) Three-Spot Limit and Priority. No more than three (3) Tournaments may be Featured at the same time. Spots are assigned strictly in the order in which the payment processor confirms payment, as recorded by the Platform's automated system; opening a checkout does not reserve a spot. (c) Automatic Overflow Refund. If all three spots are taken when a Creator's payment is confirmed, if the Tournament is already Featured, or if the Tournament is no longer open, the Platform automatically refunds the full Feature Fee to the original payment method and the Tournament continues as a standard listing. (d) No Refund on Expiry or Creator Cancellation. Once a Tournament is Featured, the Feature Fee is fully earned and non-refundable, including where the Tournament later expires under Section 12.2, fails to ignite, or is cancelled by the Creator, except as required by law or under Section 12.13. (e) Administrative Control. The Company may, at its discretion, refund a Feature Fee, feature a Tournament without charge, or remove a Tournament from the Featured section for any of the grounds in Section 12.15(a); where the Company removes a paid Tournament other than for the Creator's breach or fraud, it refunds the Feature Fee in full. (f) No Performance Guarantee. Featured placement increases visibility only; the Company does not guarantee any number of Clippers, clicks, views or other results.

12.17 Bounty Funding and Card Processing Fee. (a) Funding Before Launch. A Tournament is created in an Awaiting Payment state. It is visible only to its Creator and does not open registration, unlock its Raw Video Vault, accept clips or start any clock until the payment processor confirms full payment of the Gross Tournament Bounty; a Flash Battle's clock starts at that confirmation. Unpaid drafts are deleted automatically after twenty-four (24) hours, or earlier where a Standard Battle's Kickoff would be less than seventy-one (71) hours away. (b) Card Processing Fee. In addition to the Gross Tournament Bounty and any Feature Fee, the Creator pays a card processing fee equal to the payment processor's standard card charge (currently 2.9% of the total charge plus US$0.30), calculated so that the full bounty and any Feature Fee are received net of that charge. The fee is shown as a separate line before payment, is a pass-through cost paid to the payment processor and not retained as profit by the Company, and is non-refundable, including on any refund of the bounty, except as required by law. International, currency-conversion or other charges levied by the Creator's card issuer or bank are the Creator's responsibility. Where applicable law or card-network rules limit such fees, the Company may reduce or absorb the fee. (c) Combined Checkout and Later Purchase. A Creator who selects Featured placement before launch pays the Feature Fee in the same checkout; if no Featured spot is available when payment is confirmed, the Feature Fee and the part of the card processing fee attributable to it are refunded automatically under Section 12.16(c) and the Tournament launches as a standard listing. A Creator who does not select Featured at launch may purchase it separately, with its own card processing fee, at any time until the Final Whistle, subject to availability. (d) Late or Invalid Payments. If payment is confirmed after the draft has expired or been discarded, after its bounty was changed, or when a Standard Battle's Kickoff is less than forty-eight (48) hours away, the full charge is refunded automatically and the Tournament does not launch. (e) Creator Cancellation of a Funded Standard Battle. Before the Raw Video Vault unlocks, a Creator may cancel a funded Standard Battle from the Creator dashboard; the Gross Tournament Bounty is refunded to the original payment method less a Creator Cancellation Fee of ten percent (10%) of the Gross Tournament Bounty where it is under one thousand U.S. dollars (US$1,000), or five percent (5%) where it is US$1,000 or more, which the Company retains to deter speculative or abusive launches; the card processing fee and any Feature Fee are also not refunded (Section 12.16(d)). The Creator Cancellation Fee is shown before launch and again before the Creator confirms a cancellation. It applies only to cancellations made by the Creator: no Creator Cancellation Fee is charged where the Company cancels a Tournament under Section 12.15, where a Tournament expires under Section 12.2, or where a consumer Creator withdraws under Section 12.13. Refunds of held escrow after a cancellation

under Section 12.15, an expiry under Section 12.2 or the sliding scale follow those Sections.

12.18 First-Time Campaign Safety Review and Pre-Authorization Hold. (a) Pre-Authorization Hold. Until a Creator holds the Company's Verified Creator status or has at least one Completed Tournament, the Company processes the initial campaign deposit for each of its Tournaments via a temporary pre-authorization hold on the Creator's payment method rather than an immediate charge. The hold covers the Gross Tournament Bounty, the card processing fee and any Feature Fee selected at checkout. (b) Review Period. Once the hold is placed, the Tournament enters a Pending Launch Review state. Before ignition or Clipper registration, an authorized Administrator reviews the campaign category, the Destination URL, the Raw Video Vault and the official tags and brief. During review the Tournament is visible only to its Creator and the Company, and it does not open registration, unlock its Raw Video Vault, accept clips or start any clock; a Flash Battle's clock starts only on approval. The Company aims to complete reviews within thirty (30) minutes but does not guarantee any review time. If a campaign is not approved within the payment processor's seven (7) day authorization window, the Tournament is closed, the hold expires automatically without charge, and the Creator may resubmit the campaign. (c) Approval and Capture. On approval, the pre-authorized amount is captured in full and the Gross Tournament Bounty is then secured in escrow. Only after a successful capture does the Tournament launch, in accordance with its selected launch mode; if the capture is declined, the Tournament does not launch. Where a Standard Battle's Kickoff would then be less than seventy-one (71) hours away, the Company moves the Kickoff later so Clippers receive the full registration window, and notifies the Creator. A Feature Fee captured with the deposit takes a Featured spot on approval, or is refunded under Section 12.16(c) if no spot is then available. The Company may also grant Verified Creator status at approval. (d) Rejection and Voiding of Hold. The Company may decline a launch at its discretion, including for prohibited products or categories, an inaccessible vault, copyrighted, explicit or infringing vault material, an unsafe, misleading or cloaked destination, or brand impersonation. A declined Tournament is closed and the pre-authorization hold is promptly voided: no bounty, Feature Fee, transaction fee or processing fee is charged or deducted, no Creator Cancellation Fee applies, and the authorization is released by the issuing institution according to its standard schedule. Where a deposit was already captured, it is refunded in full, including the card processing fee and any Feature Fee. The Creator may not cancel or delete a Tournament while it is under review. (e) Prohibited Campaigns and Certification. Before payment the Creator selects a campaign category and certifies that the campaign does not promote cryptocurrency, tokens or NFTs, gambling or betting, adult content, weapons, drugs or vaping, get-rich-quick or multi-level-marketing schemes, or any other product or service prohibited by these Terms or the payment processor, and that it owns or has the rights to all vault footage. (f) Destination Links. Destination URLs must be public HTTPS links that go directly to the Creator's own page; URL shorteners, link-in-bio pages and IP addresses are not accepted. (g) Locked After Checkout. Once a Tournament's payment is authorized or paid, its Raw Video Vault link, Destination URL and campaign category are locked and can be changed only by the Company. Replacing vault contents with infringing or prohibited material, or changing the destination server's behavior to cloak or redirect voters to content other than that reviewed, is a material breach entitling the Company to cancel the Tournament under Section 12.15. (h) Card Authentication. Bounty payments may require the cardholder's bank to authenticate the payment (for example 3D Secure); a payment that is not authenticated does not launch a Tournament. (i) Subsequent Campaigns. Following the clean completion and final settlement of a Creator's initial Tournament, or the grant of Verified Creator status, subsequent campaigns are charged at checkout and launch immediately upon payment, subject to continued compliance with these Terms.

13. Intellectual Property, Derivative Rights, and DMCA

All code, data analysis modules, UI/UX designs, protection routines, logic, and trademarks remain the exclusive property of Cliptect. Clippers acknowledge that editing a Creator's Vault files or open assets creates a derivative work; the Clipper holds only a limited permission to publish within tournament parameters. The underlying intellectual property remains with the Creator, and the Platform retains a worldwide, perpetual, sub-licensable right to cache, index, display, and promote the derivative edit for operation and marketing of the Platform.

13.1 Platform Content and Redistribution License. By launching a Tournament (as a Creator) or submitting a clip to any Tournament (as a Clipper), each Creator and Clipper grants The Clipper Games and Cliptect a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sub-licensable license to use, reproduce, excerpt, edit for length and format, re-encode, caption, display, publish and redistribute the submitted clip, and the portions of the Creator's footage contained in it, on the Company's official social media channels (including TikTok, YouTube, Instagram, Facebook and X), in highlight reels, compilations, winner and Commander's Choice showcases, advertising and marketing campaigns, and on the Platform's websites. Where practical, the Company will credit the Clipper's registered handle and the Creator's official brand tag. This license survives the end of the Tournament, the removal of the clip from the Clipper's own channels, and the closure of any account. No fee, royalty, revenue share or other payment is owed to any User for such use, and any views, engagement or advertising revenue earned on the Company's own channels belong solely to the Company and do not count toward any Tournament score or payout.

13.2 Clipper Portfolio and Showcase Rights. Participating Clippers retain the non-exclusive right to keep their submitted edits published on their registered channels after the Tournament ends and to showcase those edits in personal editing portfolios, showreels and social media channels to demonstrate their skills, provided such use does not defame or misrepresent the Creator, does not imply a sponsorship or endorsement the Creator has not given, and continues to comply with the Original Content Rule. A Creator may require removal of an edit only where it breaches these Terms, the Tournament's rules or applicable law.

13.3 Creator Source Footage Protection. Source footage and raw Vault assets remain the exclusive intellectual property of the Creator. Clippers may not extract, download for redistribution, resell, license, sublicense, merchandise or otherwise use source footage or Vault assets outside of Tournament participation and the portfolio rights in Section 13.2, and may not use them to create unrelated content, train automated or artificial-intelligence systems, or compete with the Creator. The Company's license in Section 13.1 covers source footage only as it appears within submitted clips and Platform promotion of the Creator's Tournaments.

Original Content Rule and Target Ad Platforms. Every Tournament carries the mandatory Original Content Rule: clips must be original edits and may not include copyrighted music, footage, logos, or other material the Clipper does not have the rights to use. Each entry must be substantially transformed by the Clipper — through their own selection of moments, cuts, pacing, captions, text, hook, effects or commentary — and may not be a straight re-upload of Vault footage or a copy of another Clipper's clip. Captions must be written by the Clipper in their own words; only the required disclosure tag, Unique Tournament ID, Official Mention Tags and Gateway Link may be copied. Creators may add custom rules or banned topics, which Clippers must follow in addition to all laws of the jurisdictions where the clip is published or targeted (including, where selected, the GCC). Clips published outside a Tournament's Target Ad Platforms are not eligible for entry, scoring, or payment.

Copyright Infringement (DMCA): if any third party believes content on the Platform violates a copyright, a takedown request must be sent to legal@theclippergames.com following standard DMCA notice requirements.

14. Sponsor and Advertising Revenue Belongs to the Company

14.1 Platform-Owned Revenue. All revenue from sponsor placements, advertising impressions and interactions displayed on the Voting & Sponsor Pages — including the Top Sponsor Banner and the Leaderboard Sponsor slot — belongs solely and entirely to the Company. No Clipper, Creator or other User receives any share of advertising or sponsorship revenue, and no dashboard, wallet or balance accrues advertising revenue for any User.

14.2 No Revenue-Sharing Arrangement. Gateway clicks, votes and impressions shown on dashboards are used for tournament scoring and campaign reporting only and create no right to advertising revenue. Nothing in this Agreement creates a partnership, joint venture or revenue-sharing arrangement between the Company and any User. Any earlier description of an advertising revenue share is withdrawn and superseded by this Section 14. A User's only earnings on the Platform are Bounty Payouts, Commander's Choice Bonuses and Masters Tournament payouts awarded under Sections 9 and 12.

15. Reservation of Rights to Modify Rules, Formulas, Payouts and Percentages

THE COMPANY RESERVES THE RIGHT, AT ITS SOLE DISCRETION AND AT ANY TIME, TO AMEND, ALTER, RESTRUCTURE, OR RECONFIGURE ANY RULE, SCORING FORMULA, LEADERBOARD POINT VALUE, TARGET GATEWAY CLICKS AND SLIDING-SCALE PARAMETER, CPC FLOOR, STAR GENERAL RANK THRESHOLD, THE 100 GENERAL RULE, POWER STATUS BRACKET, ENTRY TIER STANDARD, JUDGING PROCEDURE, COMMANDER'S CHOICE BONUS SHARE, PAYOUT STRUCTURE, PAYOUT DISTRIBUTION PERCENTAGE, REVENUE SPLIT PERCENTAGE, OR TOURNAMENT FORMAT, INCLUDING THE YEAR-END MASTERS TOURNAMENT UNDER SECTION 9, FOR ANY TOURNAMENT THAT HAS NOT YET IGNITED. Changes take effect when published on the Platform, and no User acquires a vested right in any rule, percentage or payout structure for a Tournament that has not ignited. No User may claim damages or breach of contract for changes made before the start of a competition. Once a Tournament ignites and enters the Live state, the rules, formulas, Creator Payout Schedule, Cost per Verified Click, eligibility, and bounty metrics assigned to that Tournament are locked for the duration of that campaign, except as required by law or to address Invalid Traffic under Section 11.

16. Third-Party Social Platform Algorithmic Shifts, Account Bans, and API Disconnections

CLIPTECT HAS NO OPERATIONAL CONTROL OVER THIRD-PARTY PLATFORMS INCLUDING TIKTOK, INSTAGRAM, YOUTUBE, FACEBOOK, AND X. Cliptect is not liable for third-party account actions, unexplained view resets, algorithmic suppression, unoriginal-content strikes, community guideline flags, or account deactivations. If a Clipper's external channel is flagged or terminated, the Company cannot restore data, adjust Leaderboard points, or compensate resulting losses. Where a third-party platform stops supplying data a feature relies on, that feature may be limited or withdrawn.

17. Independent Contractor Classification, Tax Compliance, and Sanctions/AML

17.1 Clippers and Creators use the Platform as independent parties. Nothing in this Agreement creates an employment relationship, joint venture, partnership, agency, or franchise between you and Cliptect.

17.2 You are solely responsible for calculating, filing, reporting, and paying all taxes arising from Bounty Payouts, Commander's Choice Bonuses and Masters Tournament payouts. The Platform uses Stripe Connect for funding and identity verification (KYC) and may withhold payouts pending tax documents (such as Form 1099-NEC or W-8BEN) as required by law.

17.3 OFAC, Sanctions, and Anti-Money Laundering. All funding and payouts are subject to applicable export control, economic sanctions, and anti-money laundering laws. You represent that you are not located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive U.S. sanctions, and that you are not listed on, or owned or controlled by any person listed on, the U.S. Treasury Department's Specially Designated Nationals (SDN) List or any other applicable sanctions list. The Company may refuse, freeze, or reverse any transaction, and suspend any account, that it reasonably believes violates these laws, and may report such activity to the relevant authorities.

18. Disclaimer of Technical and Legal Warranties

THE PLATFORM, INCLUDING THE VAULT ARCHITECTURE, FRAUD AUDIT MODULES, TRACKING LOGS, AND LEADERBOARDS, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CLIPTECT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, DATA ACCURACY, TITLE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL OPERATE SECURELY, WITHOUT INTERRUPTION, ACCURATELY, OR WITHOUT DATA ERRORS.

19. Indemnification and Hold Harmless

You agree to defend, indemnify, and hold harmless Cliptect, its parents, subsidiaries, directors, employees, and agents against any lawsuits, regulatory actions, fines, losses, claims, damages, debts, and legal expenses (including reasonable attorneys' fees) arising out of your breach of this Agreement, or any copyright, trademark, privacy, DMCA, or ownership violation tied to your content or Vault materials. Creators specifically warrant that they own or are licensed to distribute all footage, likenesses, and brand assets they provide, and indemnify the Company and Clippers against any claim that such materials infringe third-party rights.

20. Maximum Cap on Corporate Financial Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CLIPTECT, ITS AFFILIATES, OFFICERS, STAKEHOLDERS, DIRECTORS, EMPLOYEES, OR DEVELOPERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES. THE MAXIMUM TOTAL AGGREGATE LIABILITY OWED TO YOU BY CLIPTECT FOR ALL CLAIMS SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS ($100.00 USD). This cap does not reduce any escrowed bounty amount that has cleared audit and is payable to you under Section 12.

21. Mandatory Individual Binding Arbitration, Class Action Waiver, and Jury Trial Waiver

You and Cliptect agree that any dispute arising out of this Agreement shall be settled exclusively by final and binding individual arbitration administered under the Arbitration Act, 1991 (Ontario), seated in Toronto, Ontario, Canada. YOU AND THE COMPANY WAIVE ALL RIGHTS TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ARBITRATION, OR REPRESENTATIVE PROCEEDING. You knowingly waive your right to a jury trial. This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict-of-law rules.

22. Twelve-Month Anti-Circumvention

Creators and Clippers agree that, for a period of twelve (12) months following each party's registration on the Platform, they will not, directly or indirectly, bypass the Platform or contract off-Platform with any Creator or Clipper first introduced to them through The Clipper Games for short-form clipping, editing, or promotional services, without the express written consent of our companies. Any breach entitles the Company to recover the fees it would have earned on the circumvented engagement, in addition to suspension or termination of the breaching accounts.

23. Third-Party Audio and Commercial Music Disclaimer

Clippers bear sole responsibility for ensuring that any music, sound recordings, or audio used in a clip is properly licensed or permitted for commercial use on the relevant platform. Cliptect provides no music license. Post removals, muting, demonetization, copyright strikes, or disqualification resulting from audio rights claims are the Clipper's sole risk, and an affected entry may be zeroed under Section 8.3.

24. Third-Party Platform API Compliance and Social Data Governance

24.1 General. Where you connect or authorize a social account, or where the Platform retrieves public data about your posts, the Company accesses only the data needed to verify account ownership, verify tournament submissions, and calculate tournament scoring and analytics. Platform data is never sold, licensed, or transferred to data brokers, and is not used for surveillance, background checks, or profiling unrelated to the Platform. Raw, non-settled third-party API data is not cached for longer than thirty (30) days; final settlement figures are retained as part of the payout record. The Company does not extract or process biometric identifiers, facial geometry, or voiceprints from submitted clips.

24.2 YouTube / Google. The Platform uses YouTube API Services. By connecting a YouTube account or submitting YouTube content, you agree to be bound by the YouTube Terms of Service (https://www.youtube.com/t/terms). Google's handling of data is described in the Google Privacy Policy (https://policies.google.com/privacy). You may revoke the Platform's access to your Google/YouTube data at any time via https://myaccount.google.com/permissions.

24.3 Meta (Instagram and Facebook). Meta platform data is used solely for account verification and tournament performance metrics. You may disconnect a Meta account at any time and may request deletion of stored Meta tokens and data by following the data deletion instructions in our Privacy Policy (theclippergames.com/privacy#data-deletion) or by emailing privacy@theclippergames.com. The Clipper Games and Cliptect are independent services and are not affiliated with, endorsed by, or sponsored by Meta Platforms, Inc., Instagram, or Facebook.

24.4 TikTok. Authorized TikTok scopes are used solely for account verification and post performance aggregation. Clippers warrant that all submitted TikTok content complies with the TikTok Terms of Service, Community Guidelines, and intellectual property policies. The Platform is not affiliated with or endorsed by TikTok.

24.5 X. X content and post statistics are retrieved and displayed in accordance with the X Developer Agreement and Display Requirements. You may unlink your X handle at any time. The Platform is not affiliated with or endorsed by X Corp.

24.6 No Platform Sponsorship. Tournaments on The Clipper Games are operated solely by Cliptect and the participating Creator. They are not sponsored, endorsed, administered by or associated with TikTok, YouTube or Google, Meta, Instagram, Facebook, or X Corp. Each User releases those platforms from any liability arising from a Tournament, and any questions or complaints about a Tournament must be directed to the Company, not to the platform.

25. Privacy

Your privacy is important to Cliptect. Our collection, use, retention, and deletion of personal data, authentication credentials, and platform metrics are governed by our standalone Privacy Policy at theclippergames.com/privacy, which is incorporated into this Agreement by reference.

26. Operator Identity, Governing Law and Mandatory Consumer Protections

26.1 Operator. The Platform, including The Clipper Games at theclippergames.com, is owned and operated by Cliptect, which is the contracting party under this Agreement, the merchant of record for Creator payments, and the data controller described in the Privacy Policy. The Company's registered legal name, place of registration and business address are available on request from legal@theclippergames.com.

26.2 Governing Law. Subject to Section 26.3, this Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict-of-laws rules, and disputes are resolved under Section 21.

26.3 Consumers in the EU, EEA, UK and other jurisdictions with mandatory protections. If you use the Platform as a consumer and are habitually resident in a country whose law gives you protections that cannot be excluded by contract, the choice of law in Section 26.2 does not deprive you of those protections. For consumers in the European Union, the European Economic Area and the United Kingdom: (a) the mandatory arbitration, class action waiver and jury waiver in Section 21 do not apply, and you may bring proceedings in the courts of your country of residence; (b) the exclusions and the liability cap in Sections 18 and 20 do not limit liability for death or personal injury caused by negligence, for fraud, for gross negligence or wilful misconduct, or any other liability that cannot be limited by law, nor your statutory rights where a digital service is not supplied as described; and (c) you may contact your national consumer protection authority. Nothing in this Agreement affects your statutory rights as a consumer.

27. Severability, Entire Agreement, and Notices

If any provision of this Agreement is held unlawful, void, or unenforceable, it shall be severed and the remaining provisions shall remain in full force. This Agreement, together with the Privacy Policy and any Tournament rules published on the Platform, constitutes the entire agreement between you and Cliptect regarding the Platform. Legal notices: legal@theclippergames.com. Privacy requests: privacy@theclippergames.com.