

LOFT Creator Community Terms of Use

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THESE LOFT CREATOR COMMUNITY TERMS OF USE (THE “PROGRAM TERMS”) ARE A LEGALLY BINDING AGREEMENT. PLEASE READ THEM CAREFULLY. THEY INCLUDE A BINDING INDIVIDUAL ARBITRATION AGREEMENT, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER.

By applying to, accessing, or participating in LOFT’s Creator Community, you acknowledge that you have read, understand, and agree to these Program Terms. If you do not agree, do not apply to or participate in the Program.

Among other requirements, all Content must clearly disclose your relationship with LOFT using #LOFTPartner (or another disclosure approved by LOFT), and any music or audio included in Content must comply with the music requirements set forth in these Program Terms.

1. Program Overview

LOFT Creator Community (the “Program”) is offered by Premium Brands Opco LLC (“LOFT,” “we,” “us,” or “our”). The Program uses the Duel platform (“Duel”) to give selected creators and LOFT fans (each, a “Participant” or “you”) opportunities to complete specified activities, create content, share affiliate links, and engage with the LOFT community in exchange for points, commissions, products, discounts, access, or other benefits (collectively, “Incentives”).

Applying to or participating in the Program, and completing any particular activity, is voluntary.

LOFT determines Program admission, continued eligibility, activities, tiers, and Incentives in its sole discretion. Acceptance does not guarantee any minimum number of invitations, products, commissions, opportunities, or Incentives.

Duel hosts and administers portions of the Program on LOFT’s behalf. Your use of Duel is also subject to the Duel terms of service and privacy notice presented on the Program platform. Payment services may be provided by Impact or another payment provider identified through the Program (the “Payment Provider”), and your use of those services is subject to the Payment Provider’s applicable terms and privacy notice.

2. Incorporated Terms and Privacy

Your participation in the Program is subject to the LOFT Privacy Policy, the LOFT website Terms of Use, the LOFT Creator Community Style Guide and Influencer Guidelines (attached as Exhibit “#”), any activity-specific instructions displayed through Duel, and applicable social-media platform rules (collectively, the “Additional Terms”). The Additional Terms are incorporated by reference. If these Program Terms conflict with the Additional Terms, these Program Terms govern with respect to the Program, except that activity-specific terms govern the applicable activity and the strictest applicable content or disclosure requirement will apply. The Additional Terms, including the LOFT Creator Community Style Guide and Influencer Guidelines, may be updated from time to time. It is your responsibility to review these terms periodically and comply with all updates.

LOFT and Duel may collect, use, disclose, and otherwise process information in connection with your application, account, participation, Content, affiliate activity, and Incentives as described in their respective privacy notices. Information may be shared among LOFT, Duel, the Payment Provider, and service providers as needed to operate, secure, analyze, and administer the Program and provide Incentives.

3. Eligibility and Enrollment

To apply and remain eligible, you must:

be at least eighteen (18) years old and the age of majority where you live;

be a legal resident of one of the fifty (50) United States or the District of Columbia;

participate only as an individual, with no more than one Program account;

provide complete, current, and accurate application, tax, payment, and account information;

maintain any social-media account, follower, engagement, or other criteria stated in the application or Program platform; and
not be an employee of LOFT or any of its parents, subsidiaries, or affiliates, or otherwise in a category that LOFT determines is ineligible.

Corporate entities may not participate or claim Incentives. The Program is void in U.S. territories and possessions, overseas military installations, and where prohibited. LOFT may verify eligibility at any time, request supporting information, and accept or reject any application or terminate participation in its sole discretion.

4. Account Security and Communications

You must safeguard your username, password, and other credentials and may not permit another person to access or use your account. You are responsible for activity conducted through your account and for keeping your contact, social account, tax, and payment information accurate and current. Notify the Program support contact promptly if you suspect unauthorized access.

LOFT and Duel may send Program notices and operational communications through the Program dashboard, email, or other reasonable means. Operational communications are part of the Program even if you opt out of LOFT marketing emails. Any separate enrollment in marketing communications is governed by the consent language presented at enrollment and applicable law.

5. Program Activities, Points, and Tiers

LOFT may invite you through Duel to complete specified activities or “Tasks.” Tasks may include creating or posting Content, answering surveys, sharing affiliate links, attending events, providing feedback, or other engagement. Each Task may identify requirements, deadlines, approval criteria, points, commissions, or other Incentives. You are not obligated to complete any Task.

LOFT may use points and tiers to recognize participation and determine access to benefits. Points have no cash value, are not property, are not transferable, and may not be purchased, sold, assigned, combined, or redeemed except as expressly stated in the Program. LOFT may adjust, reverse, expire, or correct points and may change tier thresholds or benefits at any time. Tier placement and Program records maintained by LOFT and Duel will control.

6. Incentives, Commissions, Tracking, and Payment

The Incentive for a Task, if any, will be described on the Duel dashboard or in activity-specific terms. Incentives are subject to verification, availability, applicable restrictions, and these Program Terms. LOFT may substitute an Incentive of reasonably comparable value, correct errors, or withhold or reverse an Incentive if requirements were not satisfied, a transaction is returned or canceled, or fraud, abuse, or a violation is suspected.

Affiliate commissions are payable only for qualifying net sales that are successfully tracked and verified by LOFT and Duel under the then-current affiliate tracking rules displayed in the Program. Net sales exclude returns, cancellations, discounts, taxes, government charges, shipping, handling, delivery or processing charges, gift-card purchases, and any other excluded items identified in the Program. You may not earn commission on your own purchases or on prohibited, fraudulent, or manipulated transactions.

Tracking may be restricted or prevented by browser settings, cookies, privacy technologies, ad blockers, software, platform limitations, or a customer’s interaction with another referral source. LOFT does not and cannot guarantee that every link, visit, or transaction can be tracked. To the maximum extent permitted by law, LOFT has no liability for an inability to track or verify activity. In a dispute, LOFT’s and Duel’s records and tracking data will control.

Commissions and other cash Incentives will be processed and paid through the Payment Provider, subject to its account, timing, verification, minimum-payment, and other requirements. Returns, cancellations, chargebacks, suspected fraud, and adjustments may delay, reduce, offset, or reverse payment. Any valid, earned, and undisputed Incentives outstanding at the time of termination

will be paid in accordance with this Section and Section 17, subject to standard verification and any minimum payment threshold required by the Payment Provider.

You are solely responsible for all federal, state, and local taxes, reporting, filings, contributions, fees, penalties, and interest arising from Incentives. No taxes or other amounts will be withheld unless required by law. You must provide any requested tax documentation before payment.

7. Participant Responsibilities

You will create Content and participate at your own expense using your own equipment and resources unless a Task expressly states otherwise. LOFT may, but is not required to, provide product or reimburse approved expenses. You may not state or imply that you are a LOFT employee, agent, or authorized spokesperson.

You must follow all Task instructions and submit Content through Duel for review when required.

LOFT may approve, reject, request edits to, or require removal of any Content or LOFT reference at any time. If LOFT requests an edit or removal, you must act promptly and in all events within the period specified by LOFT.

8. Music Compliance

In any Content you create in connection with the Program, you may only use music that is available through the applicable platform's commercial music library or another music source expressly approved in writing by LOFT. Under no circumstances may you post Content containing unlicensed music or audio. You may not use music obtained from one platform on another platform, as each platform maintains separate licensing arrangements with music rights holders. For example, music available through TikTok's Commercial Music Library may not be used on Instagram or Facebook, and music available through Meta's Sound Collection may not be used on TikTok. If you are uncertain whether you have the right to use any music or audio in Content, do not use it. Approved commercial music resources include:

a. <https://ads.tiktok.com/business/creativecenter/music/pc/en>

b. <https://ads.tiktok.com/business/en-US/blog/audio-library-royalty-free-music>

c. <https://www.facebook.com/sound/collection/>

You are solely responsible for obtaining and maintaining all rights, licenses, permissions, and authorizations necessary for the use of any music, sound recordings, musical compositions, audio clips, voice recordings, or other audio content included in Content. You represent and warrant that LOFT's exercise of the rights granted under these Program Terms, including LOFT's use, reproduction, modification, distribution, display, advertising, promotion, and other exploitation of the Content, will not infringe or violate any copyright, synchronization right, public performance right, contractual restriction, or other right of any third party.

LOFT reserves the right, in its sole discretion, to reject, remove, mute, edit, require replacement of, or decline to use any Content containing music or other audio for which LOFT determines that adequate rights have not been obtained or cannot reasonably be verified.

9. Endorsements and FTC Advertising Disclosures

You must comply with all applicable advertising, endorsement, testimonial, and consumer-protection laws and guidance, including the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising, 16 C.F.R. Part 255. Every statement must reflect your honest opinion and actual experience, and you may not make a statement that is false, misleading, unsubstantiated, or that LOFT could not lawfully make.

Whenever you mention, display, review, or otherwise endorse LOFT or a LOFT product and you have a material connection to LOFT, you must clearly and conspicuously disclose that connection. The disclosure must be difficult to miss, easy to understand, and made in the same format as the endorsement. Unless LOFT directs otherwise for a Task:

Use #LOFTPartner or another LOFT-approved disclosure at the beginning of the caption or post, before "more" or similar truncation, and separate from a group of hashtags.

If you received free product, commission, payment, event access, or another benefit, disclose the nature of each applicable connection.

For images and stories, place a readable disclosure on the image or each story frame for sufficient time to be noticed and read.

For video, make the disclosure visually and, when the endorsement is spoken, audibly, near the beginning. Repeat it periodically during long-form or live content.

Use a platform's paid partnership or branded-content tool when available, in addition to, not instead of, LOFT's required disclosure.

Ensure that the disclosure travels with reposted, syndicated, shared, or edited Content.

LOFT may assign disclosure or endorsement training. Completion may be required to join or remain in the Program.

10. Content Standards

"Content" means all posts, captions, text, photographs, videos, audio, music, artwork, reviews, profile information, submissions, feedback, and other materials you create, upload, submit, or publish in connection with the Program. Content and your public social channels must comply with the Additional Terms and must not:

infringe or violate any copyright, trademark, publicity, privacy, contractual, music, performance, or other right of any person or entity;

include another identifiable person unless that person is an adult and you have obtained a written release sufficient for the uses authorized by these Program Terms;

use photographs, video, music, artwork, fonts, or other material created or owned by another person without all written permissions and commercial-use rights required for LOFT's authorized uses;

contain false, misleading, deceptive, unsubstantiated, defamatory, threatening, harassing, hateful, discriminatory, obscene, vulgar, unlawful, unsafe, or otherwise inappropriate material;

prominently feature, tag, endorse, or make claims about a competing brand, or contain an overt third-party logo, except as expressly approved in writing by LOFT;

include prices, inventory claims, urgency claims, product-performance claims, scientific or quantifiable claims, comparisons, or sweepstakes or contest promotions unless specifically authorized and substantiated by LOFT;

include personal or sensitive information about another person, malicious code, unsolicited solicitation, impersonation, or conduct that could constitute an offense;

use artificial intelligence or digital alteration in a way prohibited by a Task or that could mislead consumers about a product, its appearance, fit, features, or expected results; or

disparage LOFT, its affiliates, products, associates, customers, vendors, the Program, or another person or entity.

LOFT may consider publicly available content that appears alongside LOFT Content or on your public channels when determining whether continued association is consistent with LOFT's brand, values, and legitimate business interests. LOFT may require removal of LOFT Content or end future participation.

11. Rights in Content and Persona

As between you and LOFT, you retain ownership of your original Content, subject to the rights granted below. You grant to LOFT, its parents, subsidiaries, affiliates, successors, assigns, licensees, agencies, vendors, retailers, media partners, and other parties authorized by LOFT (collectively, the "LOFT Parties") a non-exclusive, perpetual, irrevocable, worldwide, transferable, sublicensable, fully paid, royalty-free right and license to use, reproduce, edit, adapt, modify, crop, combine, create derivative works from, publish, display, perform, transmit, distribute, repost, advertise, promote, and otherwise exploit the Content, in whole or part, in any media or channel now known or later developed, for commercial and non-commercial purposes connected with LOFT, its affiliates, products, services, and the Program.

You also irrevocably authorize the LOFT Parties to use your name, social-media handle, image, likeness, appearance, voice, biographical information, and other indicia of identity contained in or

submitted with the Content (collectively, your “Persona”) in connection with those uses. This includes brand-owned and authorized channels, physical retail stores, websites, apps, email, social media, digital and print marketing, point of sale, paid media, social amplification, whitelisting or dark posting, and other advertising and promotional channels worldwide in perpetuity.

To the extent permitted by law, you waive and agree not to assert moral rights, rights of attribution or integrity, rights of inspection or approval, and any claim to additional compensation arising from authorized use. LOFT has no obligation to use, return, preserve, review, or respond to Content, and may remove Content from the Program. Termination does not require LOFT to remove or discontinue Content already used, published, scheduled, incorporated into materials, or distributed to third parties.

12. Feedback

If you provide ideas, suggestions, concepts, product input, survey responses, or other feedback (“Feedback”), you assign to LOFT all right, title, and interest in that Feedback and in developments resulting from it, without restriction or additional compensation. To the extent an assignment is ineffective, you grant LOFT an irrevocable, perpetual, worldwide, transferable, sublicensable, fully paid, royalty-free license to use and exploit the Feedback for any purpose. You will reasonably cooperate in documenting LOFT’s rights.

13. LOFT Intellectual Property

LOFT and its licensors own all rights in the Program and LOFT names, trademarks, logos, trade dress, designs, copy, photographs, artwork, confidential materials, and other intellectual property (“LOFT IP”). Subject to these Program Terms, LOFT grants you a limited, revocable, non-exclusive, non-transferable permission to use LOFT IP solely as necessary to complete an authorized Task. You may not use LOFT IP in a domain name, username, account name, metatag, hidden text, paid-search keyword, ad keyword, counterfeit or unauthorized merchandise, or in any manner that suggests sponsorship or authorization beyond the Program. All goodwill from permitted use belongs exclusively to LOFT.

14. Confidentiality

“Confidential Information” means non-public information disclosed or made available through the Program, including unreleased products, samples, designs, campaigns, pricing, promotions, launch dates, business plans, financial information, customer or vendor information, dashboards, Task details identified as confidential, and trade secrets. Confidential Information excludes information you can document was lawfully known without restriction, independently developed without use of LOFT information, rightfully received from a third party without a duty of confidentiality, or made public through no breach by you.

You will protect Confidential Information using reasonable care, use it only for authorized Program participation, and not disclose it except to your attorney or accountant who is bound to maintain confidentiality, or as required by law. If legally permitted, give LOFT prompt notice and reasonable cooperation before a compelled disclosure. On request or termination, stop using and return or destroy Confidential Information. Trade secrets must be protected for so long as they remain trade secrets; other Confidential Information must be protected for three (3) years after disclosure.

Unauthorized disclosure may cause irreparable harm for which injunctive relief may be appropriate.

15. Representations and Warranties

You represent and warrant that: (a) you have full power and authority to accept and perform these Program Terms; (b) your participation does not breach another agreement or obligation; (c) your information is accurate and current; (d) you own or have secured all rights, releases, licenses, and consents needed for the Content, Persona, music, locations, and persons depicted; (e) the Content and LOFT’s authorized use will not violate law or third-party rights including without limitation music-related copyrights or other intellectual property rights; (f) your statements are truthful, based on actual experience, and properly disclosed; (g) you will use artificial intelligence responsibly and in

compliance with all applicable law; and (h) you will comply with these Program Terms, the Additional Terms, and all applicable law.

16. Independent Contractor; No Agency

You participate as an independent contractor and not as an employee, worker, agent, partner, joint venturer, franchisee, or representative of LOFT. You are not eligible for LOFT employee wages or benefits and have no authority to bind LOFT, make commitments for LOFT, or speak on LOFT's behalf. You control whether to accept a Task and, subject to the requirements applicable to accepted Tasks, the manner and means of creating Content. Nothing guarantees continued participation, future work, or employment.

17. Suspension and Termination

LOFT may modify, suspend, or terminate the Program, your participation in the Program, these Program Terms, any Task, tier, Incentive, or feature at any time, with or without notice without penalty. LOFT may suspend, demote, restrict, or terminate your participation in the Program or withhold, reverse, or cancel unearned or improperly obtained Incentives, for any reason whatsoever in LOFT's sole discretion, including without limitation if LOFT believes you are inactive, no longer eligible, have violated these Program Terms or law, engaged in fraud or manipulation, purchased followers or engagement, misused tracking or links, compromised Program security, or acted in a manner harmful to LOFT's legitimate interests or reputation.

You may stop participating at any time. Upon suspension or termination, your access may end and stored information may no longer be available. Sections that by their nature should survive will survive, including Content and Persona rights, Feedback, confidentiality, representations, indemnification, limitations of liability, dispute resolution, and miscellaneous terms. Payment of any valid, earned, and undisputed Incentives following termination will be handled under Section 6 and applicable law.

18. Indemnification

To the maximum extent permitted by law, you will defend, indemnify, and hold harmless LOFT, the LOFT Parties, Duel, the Payment Provider, and each of their respective parents, affiliates, predecessors, successors, assigns, officers, directors, employees, agents, licensors, vendors, and representatives (collectively, the "Released Parties") from and against third-party claims, losses, liabilities, damages, judgments, settlements, penalties, costs, and expenses, including reasonable outside attorneys' fees, arising from or relating to: (a) your Content, Persona, or Program activities; (b) your breach or alleged breach of these Program Terms; (c) your violation of law or third-party rights, including without limitation music-related copyrights and other intellectual property rights; (d) your fraud, negligence, willful misconduct, or unauthorized act; (e) the Released Parties' authorized exercise of rights granted by you; and/or (f) your improper use of artificial intelligence in Content. LOFT may control the defense of any matter subject to indemnification, and you may not settle it without LOFT's prior written consent.

19. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROGRAM, DUEL PLATFORM, TASKS, TRACKING, CONTENT, PRODUCTS, INCENTIVES, AND RELATED SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." THE RELEASED PARTIES DISCLAIM ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, SECURITY, AVAILABILITY, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE RELEASED PARTIES DO NOT WARRANT THAT THE PROGRAM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR THAT ANY ACTIVITY OR TRANSACTION WILL BE TRACKED OR RESULT IN AN INCENTIVE.

20. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE RELEASED PARTIES WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOST DATA, LOST OPPORTUNITY, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION ARISING OUT OF OR RELATING TO THE PROGRAM, EVEN IF ADVISED OF THE POSSIBILITY. LOFT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE PROGRAM WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT OF UNDISPUTED INCENTIVES EARNED BUT UNPAID TO YOU DURING THE ONE (1) MONTH BEFORE THE EVENT GIVING RISE TO THE CLAIM OR (B) FIVE DOLLARS (\$5.00).

These limitations do not exclude liability that cannot lawfully be excluded or limited, including liability for personal injury or tangible property damage caused by gross negligence, fraud, or intentional, willful, malicious, or reckless misconduct, to the extent applicable law so requires.

21. Governing Law, Individual Arbitration, and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

Arbitration Agreement. Except for an individual claim eligible for small claims court and a claim seeking injunctive relief for infringement or misuse of intellectual property or Confidential Information, any dispute, claim, or controversy between you and LOFT arising out of or relating to these Program Terms, the Program, Content, Incentives, products, services, or your relationship with LOFT will be resolved by final and binding individual arbitration, not in court. The Federal Arbitration Act governs this arbitration agreement.

Informal Resolution. Before filing arbitration, the claimant must send a written notice describing the dispute, the factual and legal basis, the requested relief, and contact information. The parties will attempt in good faith to resolve the dispute for sixty (60) days after receipt. Notices to LOFT must be sent in hard copy to Premium Brands Opco LLC, Attn: Legal Department, 8323 Walton Parkway, New Albany, Ohio 43054, with a copy to legal@knitwellgroup.com.

Arbitration Procedure. Arbitration will be administered by JAMS under its applicable consumer arbitration rules before one arbitrator. Unless the parties agree otherwise, a hearing will occur in New York, New York or by remote means as permitted by the rules.

Individual Proceedings Only. YOU AND LOFT AGREE THAT EACH MAY BRING CLAIMS ONLY IN AN INDIVIDUAL CAPACITY. YOU AND LOFT WAIVE THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR ARBITRATION. The arbitrator may award relief only to the individual party and only to the extent necessary to resolve that party's claim. If a court determines that a particular claim or request for relief cannot lawfully be subjected to this waiver, that claim or request will be severed and proceed in court after completion of arbitration of all arbitrable claims.

Batch Arbitration. If fifty (50) or more substantially similar individual arbitration demands are filed against LOFT within a thirty-day period or in a coordinated manner, JAMS will administer them in batches of at least twenty (20), plus any remainder, unless the parties or JAMS determine another efficient grouping is appropriate. Each batch will be treated as a single coordinated proceeding for administrative purposes, without authorizing class or collective arbitration. The parties will cooperate in good faith, and applicable limitation periods will be tolled for demands subject to batching from the time a compliant demand is submitted until it is selected to proceed.

Governing Law. New York law governs these Program Terms to the extent state law applies, without regard to conflict-of-law principles. For any matter permitted to proceed in court, the parties consent to the personal jurisdiction and venue required by applicable law, provided that intellectual-property or confidentiality claims may be brought in any court of competent jurisdiction.

22. Updates to These Program Terms

LOFT may update these Program Terms by posting revised terms through the Program platform or providing other reasonable notice. The revised terms will apply prospectively from the stated effective date. Your continued participation after the effective date constitutes acceptance. If you do not agree to revised terms, your sole recourse is to stop participating. If notice is found insufficient to create a new agreement, the prior version will continue to govern until effective notice is provided.

23. Miscellaneous

These Program Terms and the incorporated Additional Terms are the entire agreement concerning the Program and supersede prior or contemporaneous communications and agreements on that subject.

You may not assign or delegate your rights or obligations. LOFT may assign these Program Terms to an affiliate or successor or in connection with a corporate transaction. If a provision is invalid or unenforceable, it will be enforced to the maximum lawful extent and the remainder will remain effective. Failure to enforce a provision is not a waiver. Headings are for convenience only.

Electronic acceptance and records have the same effect as originals. These Program Terms will not be construed against LOFT because LOFT drafted them.