Upline Data Program Terms

Nov 11, 2026

These Program Terms are an agreement between your business and Lodge Industries LLC ("Upline," "we," "us"). They apply when your business submits information to Upline Data, through our value check, intake form or an Upline affiliate. By ticking the acceptance box, you agree to these Terms and to our Privacy Policy.

1. About Upline Data

1.1 **What we do.** Upline Data introduces established businesses to companies that license business records for AI training and research ("Buyers"). We collect information about your business and its records, assess which Buyers may be a fit, and introduce your business to them.

1.2 **What we do not do.** Upline is not a Buyer and does not license, buy or receive your records. Upline is not your agent, broker, lawyer or financial advisor, and does not negotiate for you.

1.3 **Authority.** You confirm that you are an owner or officer of the business, that you have authority to accept these Terms for it, and that "you" in these Terms means the business.

2. Sharing your information and dealing with Buyers

2.1 **Consent to share.** You allow Upline to share information about your business and its records, and the contact details of your owners and representatives, with Buyers so they can assess your business and make an offer. This includes your company name, country, industry, headcount, years of records, systems used, operating status and language of records. You can withdraw this consent at any time (section 5.3).

2.2 **No records.** Do not send Upline your records, files, data samples, logins or credentials. If a Buyer wants your records, you will deliver them directly to that Buyer under its own agreement.

2.3 **Your agreement is with the Buyer.** Any license of your records is made under a separate agreement between your business and the Buyer, on the Buyer's terms. Upline is not a party to it. The Buyer decides whether to make an offer, on what terms, and when and how it pays you. Read any Buyer agreement carefully and get your own advice before you sign.

2.4 **No guarantee.** Any value estimate Upline gives you is a non-binding indication. Upline does not promise that any Buyer will make an offer, that an offer will match an estimate, or that any deal will close or pay out.

2.5 **Upline's compensation.** Some Buyers pay Upline a referral fee when a business signs with them. Upline may receive that fee in addition to any success fee under section 3.

3. Success fee

3.1 **The fee.** For some Buyers, your business will pay Upline a success fee of up to 15% of the amounts the Buyer pays your business. The rate depends on the Buyer. For some Buyers there is no success fee.

3.2 **Confirmation before introduction.** Before we introduce your business to a Buyer, we will tell you in writing the success fee rate for that Buyer (a "Fee Confirmation"). You accept it by replying to confirm or by signing it electronically. We will not introduce your business to that Buyer until you accept. If you do not accept, we will not introduce you and no fee applies for that Buyer.

3.3 **What the fee applies to.** The success fee applies to each payment the Buyer makes to your business under its agreement, including upfront license fees, installments, re-up or refresh payments and revenue share payments, for as long as the Buyer makes payments under that agreement or any renewal, extension or replacement of it, with no time limit, unless the Fee Confirmation says otherwise. It is calculated on the gross amount paid, before your taxes or costs.

3.4 **When it is due.** The success fee for each payment is due when your business receives that payment from the Buyer. Upline will invoice you, and you must pay within 10 business days of the invoice date. You must tell Upline within 5 business days whenever your business receives a payment from the Buyer, and give us reasonable proof of the amount on request.

3.5 **Introduced Buyers.** The success fee applies to any agreement your business, or any company it controls or is controlled by, makes with a Buyer that Upline introduced (or its affiliates) within 24 months after the introduction, whether or not Upline is involved in the final deal.

3.6 **Late payment.** Unpaid amounts carry interest at 1% per month, or the highest rate the law allows if lower, from the due date. You will pay our reasonable costs of collecting overdue amounts, including legal fees.

3.7 **Refunds by the Buyer.** If you must refund to a Buyer a payment on which you paid a success fee, we will refund the matching success fee, less any amount you still owe us.

4. Your responsibilities

4.1 **Accurate information.** Give Upline accurate, complete information about your business and its records, and tell us promptly if anything changes.

4.2 **Your right to license.** You are responsible for making sure your business has the right to license its records, and that doing so complies with the law and with your contracts, including privacy, confidentiality and employment obligations. Upline does not check this.

4.3 **Your own advice.** Get your own legal, tax, privacy and financial advice before you sign any Buyer agreement. Upline and its affiliates do not give that advice.

4.4 **Affiliates.** The Upline affiliate who referred you is an independent contractor. Affiliates cannot make promises for Upline or any Buyer, including about price, exclusivity, payment or timing. Only a written offer from a Buyer, or a Fee Confirmation from Upline, binds them. Tell us at help@upline.app if an affiliate asks you to pay them, or asks for your records or logins.

5. Liability, withdrawal and general terms

5.1 **Disclaimer.** UPLINE DATA IS PROVIDED "AS IS." TO THE EXTENT THE LAW ALLOWS, UPLINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. UPLINE IS NOT RESPONSIBLE FOR ANY BUYER'S ACTS, OMISSIONS, OFFERS, PAYMENTS OR HANDLING OF YOUR RECORDS.

5.2 **Limitation of liability.** TO THE EXTENT THE LAW ALLOWS, UPLINE IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS. UPLINE'S TOTAL LIABILITY UNDER THESE TERMS IS LIMITED TO THE SUCCESS FEES YOU PAID UPLINE IN THE 12 MONTHS BEFORE THE CLAIM AROSE.

5.3 **Withdrawal.** You may withdraw from Upline Data at any time by emailing help@upline.app. We will stop sharing your information with new Buyers. Withdrawal does not affect Buyers you have already been introduced to, or any success fee owed under section 3, which survives.

5.4 **Governing law and courts.** These Terms are governed by the laws of the State of Delaware, USA, without regard to its conflict of laws rules. Any dispute must be brought only in the state or federal courts located in the State of Delaware. TO THE EXTENT THE LAW ALLOWS, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

5.5 **General.** These Terms and each Fee Confirmation are the entire agreement about Upline Data. If a Fee Confirmation conflicts with these Terms, the Fee Confirmation controls for that Buyer. If part is unenforceable, the rest stays in effect. We may change these Terms for future introductions by posting a new version. Changes do not alter a Fee Confirmation you have already accepted.

5.6 **Contact.** Lodge Industries LLC. Email: help@upline.app