

# #PAID TERMS OF SERVICE

**Last Updated: May 5, 2017**

## READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

The following terms of service ("Terms of Service") govern your use of its proprietary Platform (defined below) located at [www.hashtagpaid.com](http://www.hashtagpaid.com) and the Services (defined below). Hashtag Paid Inc. reserves the right to modify these Terms of Service at any time, including, without limitation, in connection with the final release of the Platform and Services.

HASHTAG PAID INC. ("#PAID", "WE", "US", "OUR") OWNS AND OPERATES THE PLATFORM AND THE SERVICES. THESE TERMS OF SERVICE APPLY TO ALL USERS OF THE PLATFORM AND THE SERVICES. BY USING THE PLATFORM AND THE SERVICES YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, THEN DO NOT USE THE PLATFORM OR SERVICES. IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY THEN YOU HEREBY REPRESENT AND WARRANT THAT: (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER. ANY NEW FEATURES THAT MAY BE ADDED TO THE PLATFORM OR THE SERVICES FROM TIME TO TIME WILL BE SUBJECT TO THESE TERMS OF USE, UNLESS STATED OTHERWISE. YOU SHOULD VISIT THIS PAGE PERIODICALLY TO REVIEW THESE TERMS OF USE. WHEN WE AMEND THESE TERMS OF USE, WE WILL UPDATE THE "LAST UPDATED" DATE AT THE TOP AND POST THE UPDATED VERSION. WE MAY ALSO, AT OUR OPTION, CHOOSE TO NOTIFY BY E-MAIL OR ANOTHER MEANS. IF THE MODIFIED TERMS ARE NOT ACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO STOP USING THE PLATFORM AND SERVICES.

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## 1. ABOUT OUR PLATFORM

#paid provides a proprietary platform (the “Platform”) and management services (the “Services”) to help brands, advertisers and marketing agencies (each a

“Marketer”) that wish to create and run a sponsored marketing campaign (each a “Campaign”) connect and collaborate with social media celebrities and influencers (each, a “Creator”).

Marketers can either use the Platform on their own to create and run a Campaign (“Self-Service Campaign”) or use #paid’s Services, including a dedicated #paid account manager (“Account Manager”), to curate and manage a Campaign (“Managed Campaign”).

#### 1.1 Managed Campaign

To initiate a Managed Campaign, a Marketer submits a campaign brief (“Campaign Brief”) to #paid via the campaign wizard on the Platform. In the Campaign Brief, the Marketer outlines the requirements for the Campaign, such as budget, design and creative, target audience and Campaign duration. #paid will review the Campaign Brief and provide the Marketer with a list of recommended Creators with whom the Marketer may collaborate. Once the Marketer has selected Creator(s) for the Campaign, #paid will ask the Creator(s) to participate in the Campaign and provide the Marketer with a list of Creators that have agreed to participate in the Campaign.

#paid will work with Marketers and Creators to design and manage each Campaign and oversee the content produced by Creators for a Campaign (“Work Product”). Marketers will have an opportunity to review and approve all Work Product. Creators will only post approved Work Product (“Campaign Content”) on social media. #paid will help to facilitate the launch of each Campaign and ensure that Campaign Content is posted on the specified social media platforms in accordance with Marketers’ requirements for the applicable Campaign. All collaboration and communication between Marketers and Creators related to a Campaign will occur through a designated #paid Account Manager.

#### 1.2 Self-Service Campaign

Under a Self-Service Campaign, Marketers find and collaborate with Creators directly using the Platform. Once a Marketer finds one or more Creators to work with on the Platform, the Marketer submits a request (“Campaign Request”) to the Creator(s) to collaborate, which includes the details of the Campaign. If a Creator accepts the Campaign Request, the Marketer and such Creator will be able to

communicate and collaborate with one another via a private interactive workroom on the Platform. Marketers can review and approve all Work Product on the Platform before a Creator posts the Campaign Content on social media.

## 2. ACCOUNTS

In order to use the Platform and the Services, Marketers and Creators must register for an account (“Account”) on the Platform and become a member on the Platform (“Member”, “you” and “your”).

### 2.1 General

There is no cost for signing up for an Account. If you are an individual, you must be over the age of majority in your jurisdiction of residence who can form legally binding contracts to register for a Marketer Account. You must be over the age of 18 to register for a Creator Account and of an age to legally perform the work in any Campaign including any work associated with a Campaign. You are solely responsible for ensuring that the use of the Platform and Services in accordance with these Terms of Service in your jurisdiction of residence is permitted by law or regulation. If such use is not so permitted by law, #paid prohibits all use and access to the Platform and Services. If the Marketer or Creator is a corporation, partnership, association or other business entity, you agree that you have the ability to bind the corporation, partnership, association or other business entity to these Terms of Service. You agree to provide current, complete and accurate information and to promptly update all account information to keep your account current, complete and accurate. You may change or update your account information at any time.

### 2.2 Agency Accounts

You have the option to create an agency account (“Agency Account”) and add Members to your Account (“Agency Account Members”) for whom you are authorized to act. The Agency Account may grant Agency Account Members certain administrative privileges. You are responsible for ensuring that all use of the Services by Agency Account Members complies with these Terms of Service, and you are liable for all actions of Agency Account Members in the Agency Account. #paid does not control fees charged by an Agency Account to its Agency Account Members and

is not responsible for payments by the Agency Account to Agency Account Members for services associated with #paid Services. Any disputes regarding these payments are between the Agency Account and its Agency Account Members.

### 2.3 Creator Account Information

If you register for a Creator Account, you may decide to or be required to integrate your #paid Account with a third party social media account (e.g., Instagram). In connection with such integration, you authorize us to obtain certain information about you from your social media account, including certain personal information, such as your name, profile information, profile picture, social media account metrics, number of followers and any information that you may make publicly available on or through the social media account ("Social Media Information"). #paid may include some or all of this Social Media Information in your #paid Account, and this information may be visible to other Members or visitors to the Platform.

### 2.4 Account Confidentiality

Each Member is responsible for maintaining the confidentiality of their user ID and password and we strongly recommend that you do not disclose your user ID or password to anyone. You must notify us if you become aware of a potential breach of security, such as unauthorized disclosure of your user ID and password. You may not transfer or sell your Account to another party.

### 2.5 Account Termination by #paid

#paid may terminate, suspend, or otherwise restrict or prohibit access to the Platform and our Services, remove hosted content such as your Account, Campaigns, Work Product and Campaign Content, and take technical and legal steps to prohibit you from using the Platform or our Services for any reason and without prior notice.

### 2.6 Account Closure by Member

Your Account can only be closed once all obligations in association with the Account or Campaigns have been satisfied and you have provided written notice to [hello@hashtagpaid.com](mailto:hello@hashtagpaid.com) and received written confirmation from #paid. See Termination and Suspension for more details.

### 3. MEMBER CONDUCT AND MEMBER CONTENT

#### 3.1 Member Conduct

You must use your Account in a responsible manner and respect Members' privacy. You agree that you will not use the Platform or the Services to:

1. promote or engage in any unlawful or illegal activities or internet abuse, including unsolicited advertising and spam;
2. promote, upload, post, or otherwise make available any material that is abusive, harassing, obscene, vulgar, hateful, sexually explicit, invasive of another's privacy, defamatory or otherwise objectionable or illegal, or that discriminates based on race, gender, religion, nationality, disability, sexual orientation, age, family status or any other legally protected class;
3. upload, post or otherwise make available any material that contains viruses, malware or other malicious software.
4. upload, post, or otherwise make available any material that you do not have a right to make available or that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person. You shall be solely liable for any damage resulting from any infringement of the intellectual property of any third-party;
5. make any false representation, including impersonation of any person or entity or misrepresentation of your affiliation with any person or entity;
6. engage in any activity that interferes with or disrupts the use of the Platform, including bypassing any measures we may use to prevent unauthorized access to the Platform;
7. engage in any activity that attempts to extract any proprietary software used to maintain the Platform; or
8. track, trace or harvest any information on any Account or any other person who visits the Platform.

#### 3.2 Member Content

**#paid** allows Members to interact in and publish information on the Platform ("Member Content"). You retain ownership rights in or to your Member Content. By submitting Member Content to the Platform, you grant **#paid** a perpetual, non-

exclusive, royalty-free, transferrable, assignable, sub-licensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform, distribute, print, publish and distribute the Member Content.

You agree and understand that any Member Content you post or provide may be viewed by the general public and will not be treated as private, proprietary or confidential.

You are solely responsible for the Member Content that you make available through the Platform and you represent and warrant that (i) you own or have all necessary rights to use the Member Content and grant to #paid the rights granted above; (ii) the provision of the Member Content will not infringe or violate any patent, copyright, trade-mark, or other intellectual property right, or any right of privacy or publicity of any third party; (iii) and the Member Content does not violate any applicable law or regulation.

#paid reserves the right to delete Member Content that we, in our sole discretion, deem violates the law (including trademark and copyright law), these Term of Service, or is abusive, defamatory, obscene or otherwise unacceptable. You shall remain solely responsible for the content of your Member Content.

We do not guarantee to pre-screen Member Content. We do not guarantee that the Platform will be free from Member Content that is inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable. Even in the event that we choose to monitor any Member Content, we assume no responsibility for, or any obligation to monitor or remove such Member Content. We reserve the right to edit, remove, or refuse to post any Member Content or terminate your Account for any reason.

### 3.3 Copyright Policy

We respect copyright law and the intellectual property rights of others, and we expect our Members to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. In appropriate circumstances, we will terminate the accounts of Members who are repeated copyright infringers.

If you believe that your proprietary work has been copied in a way that constitutes copyright infringement by any content or material on our Platform, please e-mail our registered agent for notification of claims of infringement pursuant to Section 512(c) of the Copyright Act at [DMCA@hashtagpaid.com](mailto:DMCA@hashtagpaid.com). In your notice, please provide the following information:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit us to locate the material;
4. your contact information, including your address, telephone number and e-mail address;
5. a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. a statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed.

We reserve the right to remove Member Content alleged to be infringing without prior notice, at our sole discretion.

If you believe that any of your Member Content was subsequently removed from the Platform, or to which access was disabled, were improperly removed or disabled, please provide the following Counter-Notification to our Copyright Agent (see 17 U.S.C. Section 512(g) for further detail):

1. your physical or electronic signature;
2. a description of the materials that have been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. a statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and



4. your name, address and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, and that you will accept service of process from the person who provided notification of the alleged infringement.

(See 17 U.S.C. Section 512(c)(3) for further detail about the Digital Millennium Copyright Act).

Our designated copyright agent for notice of alleged copyright infringement is:

Copyright Agent:

Hashtag Paid Inc.

55 Hillholm Blvd, Richmond Hill, Ontario, Canada, L4B 2H6

E-mail: CopyrightAgent@hashtagpaid.com.

#### 4. MANAGED CAMPAIGN

The following terms and conditions apply to Marketers and Creators that participate in a Managed Campaign.

##### 4.1 Marketers

Marketer and #paid shall execute a campaign agreement (“Campaign Agreement”) for each Managed Campaign. Each Campaign Agreement shall be subject to the terms and conditions of these Terms of Service and shall become an integral part hereof upon its execution by Marketer and #paid. In the event of a conflict between these Terms of Service and the terms and conditions contained in the Campaign Agreement, the terms and conditions in such Campaign Agreement shall govern. Each Campaign Agreement shall be prepared by #paid and shall reference these Terms of Service.

Changes to a Campaign Agreement shall not be initiated, and neither party shall incur any obligations with respect thereto, until an amendment to the Campaign Agreement is signed by both #paid and Marketer authorizing the change.

All Services will be subject at all times to Marketer's reasonable approval, direction and control and #paid will abide by all reasonable instructions, directions and recommendations given from time to time by Marketer in connection with the Services.

#paid reserves the right to decline a Campaign where #paid, acting in good faith, believes that the Campaign will adversely reflect on the name, goodwill or reputation of #paid.

In consideration of the Services to be provided by #paid, Marketer agrees to pay #paid the amount (the "Managed Campaign Fee") as provided in the Campaign Agreement in accordance with the payment schedule set out in the Campaign Agreement.

#### 4.2 Creators

Creator and #paid shall execute a collaboration agreement ("Collaboration Agreement") for each Managed Campaign. Each Collaboration Agreement shall be subject to the terms and conditions of these Terms of Service and shall become an integral part hereof upon its execution by Creator and #paid. Each Collaboration Agreement shall describe the specifications and design for each Campaign, the Campaign Content to be developed, and such additional terms and conditions and other information as shall be required. In the event of a conflict between these Terms of Service and the terms and conditions contained in the Collaboration Agreement, the terms and conditions in such Collaboration Agreement shall govern. Each Collaboration Agreement shall be prepared by #paid and shall reference these Terms of Service.

Changes to a Collaboration Agreement shall not be initiated, and neither party shall incur any obligations with respect thereto, until an amendment to the Collaboration Agreement is signed by both #paid and Creator authorizing the change.

All Campaign Content and posting of the Campaign Content on social media will be subject at all times to #paid's approval, direction and control and Creator will abide by all instructions, directions and recommendations given from time to time by #paid and the Account Manager.

Creator reserves the right to decline a Campaign where Creator, acting in good faith, believes that the Campaign will adversely reflect on the name, goodwill or reputation of Creator.

In consideration of the Campaign Content and associated services to be provided by Creator, #paid agrees to pay Creator a fee (the "Creator Fee") as provided in the Collaboration Agreement in accordance with the payment schedule set out in the Collaboration Agreement.

#paid retains the right to reasonably hold-back and adjust the Creator Fee where Creator does not provide the Campaign Content as described in the Collaboration Agreement.

## 5. SELF-SERVICE CAMPAIGN

The following terms and conditions apply to Marketers and Creators that participate in a Self-Service Campaign.

### 5.1 Campaign Requests

Marketers that submit a Campaign Request agree that each Campaign Request will contain clear information about the (i) scope, (ii) Campaign Content, and (iii) time frames of the Campaign. We encourage Marketers to evaluate each Campaign Request against a Creator's profile, social statistics, past posts, and other standards. #paid may, in its sole discretion, refuse any Campaign Request. Notification that a Campaign Request has been accepted does not mean that #paid endorses or is in any way responsible for the content of the Campaign Request. Campaign Requests for free services are not permitted. Campaign Requests that involve receipt of more than \$10,000 USD by #paid or payment of more than \$10,000 USD to a Creator require approval by #paid, which approval may be requested by contacting [hello@hashtagpaid.com](mailto:hello@hashtagpaid.com). Campaign Requests may be amended or revoked by a Marketer prior to acceptance by a Creator.

### 5.2 Fees and Payment

Creators set their own fees to create Campaign Content. The Creator sets the Creator Fees in a rate card when the Creator creates an Account. For each Self-

Service Campaign, Marketers will be charged the applicable Creator Fees plus a service fee ("Service Fee") charged by #paid for use of the Platform ("Campaign Cost").

Marketers will be charged 100% of the Campaign Cost when the Marketer submits the Campaign Request.

Marketers must use a valid credit card via the Platform to pay for Campaign Costs. Marketers may transmit funds to #paid via an e-wallet ("Wallet") by connecting their credit card to the Wallet. Marketers may then use the Wallet to pay for a Campaign. Marketer may withdraw the unutilized balance in the Wallet by contacting #paid via email to [hello@hashtagpaid.com](mailto:hello@hashtagpaid.com).

#### 5.3 Changes and Termination

The design of the Campaign may be revised at any time, subject to approval by both the Marketer and the Creator.

Marketer may require Creator to remove Campaign Content that has been publicly posted or distributed in connection with a Campaign for any reason.

Campaigns may only be terminated upon approval by #paid. Upon approval to terminate the Campaign, Campaign Costs incurred by the Marketer will be returned to the Marketer. If a Campaign is terminated by the Marketer, the Marketer is not entitled to the return of any product, services, or benefits already provided to a Creator in association with the Campaign.

#### 5.4 Disclaimer

#paid is not a party to any Self-Service Campaign between its Members. #paid does not employ Creators, is not an employment agency for Marketers, and is not in the business of providing payment processing services.

## 6. CREATOR PAYMENT TERMS

Creator Fees are due and payable on the next Payment Day following the end of the 30 day period after the date that Creator Fees are earned. Payment Days are the

15th or 30th day of the month ("Payment Days"). Payments to Creators will be made by the method identified by Creator in the Creator's Account. The default payment method is PayPal. The Creator is required to keep payment information accurate and up to date.

At the Creator's request, #paid may expedite the payment of Creator Fees due and payable to the Creator for a fee of 10% of the payment amount.

#paid is responsible for the payment of all Creator Fees to Creators and Marketers shall have no liability or obligation to Creators with respect to the payment of Creator Fees.

#### 7. CURRENCY AND PROCESSING FEES

All amounts on the Platform are listed in U.S. dollars. Payment to Creators is made in the Creators' local currency based on the exchange rate at the time the Creator accepts a Campaign on the Platform or enters into a Collaboration Agreement. #paid is not responsible for currency exchange rates, currency rate fluctuations, or any processing fees charged by our or your payment processors, including PayPal.

#### 8. TAXES

You are responsible for determining whether any applicable income tax, goods and services tax or other taxes apply to any payments made or received by you in connection with a Campaign and to collect, report, and remit the correct tax to the appropriate tax authority. If you are required to charge or withhold tax in respect of any fees associated with a Campaign, you are solely responsible for doing so and including taxes charged in any Campaign.

#### 9. POSTED CONTENT

If Creator is required to post Campaign Content to social media channels as part of a Campaign, Creator shall not delete any Campaign Content that it has posted on a social media channel for at least thirty (30) days from the date that the Campaign Content was posted, subject to the terms and conditions of a Campaign Agreement

or Collaboration Agreement, or unless otherwise instructed pursuant to these Terms of Service.

## 10. GRANT OF RIGHTS AND OWNERSHIP

### 10.1 Ownership of Campaign Content

All right, title and interest, including without limitation, all intellectual property rights in, and to any Campaign Content, including all photographs, images, videos, audio, works of art, original writing, drawings, derivatives, compositions, creations and inventions developed by Creator shall be owned exclusively by Creator.

### 10.2 Limited Rights Granted to Marketer

Notwithstanding the foregoing, Creator shall grant the Marketer that has commissioned Campaign Content a non-exclusive, royalty-free and limited right to use the Campaign Content for a period of one (1) year following the date on which the Campaign Content is approved by the Marketer, for the sole purpose of posting the content on social media channels that Marketer owns or controls. Marketer does not have any right to use Campaign Content for any other purpose. For greater certainty, Marketer does not have any right to use any Work Product that does not form part of Campaign Content. Upon request, extended licenses to use Campaign Content for other purposes, or an assignment of all of the Creator's rights, title and interest in Campaign Content, can be purchased from Creator through #paid (collectively the "Extended Rights").

### 10.3 Rights Granted to #paid

Without limiting the generality of anything in these Terms of Use, you are hereby deemed to grant to #paid and its affiliates, a non-exclusive, royalty-free, worldwide, unrestricted, irrevocable and unlimited right and permission, but not the obligation, to utilize, distribute, publish, exhibit, digitize, broadcast, display, reproduce, prepare derivative works of, and otherwise exploit Campaign Content as it appears when posted, in any and all manner and media throughout the world and in perpetuity for uses deemed by #paid or its affiliates in their sole discretion to be reasonable and prudent uses for the purpose of furthering its valid business objective. For greater certainty, this includes including the Campaign Content in a portfolio of work to

market #paid's Platform and Services. You understand that any such content may be edited in the sole discretion of #paid.

In addition, by using the Platform or the Services, you hereby grant #paid a non-exclusive, royalty-free, perpetual, and irrevocable right to use, reproduce, and communicate the name and trademark of your company or organization as a user of #paid's Platform or Services in any media whatsoever, including in #paid marketing materials, unless requested otherwise in writing to #paid at hello@hashtagpaid.com.

#### 11. CONFIDENTIALITY

Creator shall maintain the confidentiality of all confidential information disclosed to it by Marketer (the "Confidential Information") and shall take all necessary precautions against unauthorized disclosure of the Confidential Information. Creator shall not directly or indirectly disclose, allow access to, transmit or transfer any Confidential Information to any third party without the prior written consent of the Marketer. Upon request of the Marketer, and in any event upon the termination or expiration of a Campaign, Creator shall immediately return to Marketer all materials, including Work Product, containing any Confidential Information which are in Creator's possession or under its control.

#### 12. CREATOR DISCLOSURE

In certain jurisdictions, the law requires Creators to identify when posts are paid for, or other compensation is given, by a Marketer (which compensation may include payments in cash, free or discounted products, trips, meals, or other incentives), and also when the Creator has any other material connection to a Marketer (for example, a partnership or other interest in the Marketer's company). Marketer agrees to comply with any and all laws, rules, regulations and other legal requirements with respect to sponsored posts, including 16 CFR Part 255 and any guidelines published by the Federal Trade Commission. Examples of required disclosures that may be acceptable include #ad, #paid, or #sponsored, which must be conspicuously displayed within a post.

The foregoing is provided for informational purposes only, and does not constitute legal advice. It is the sole and exclusive obligation of the Creator and Marketer to

consult their own, professional, legal advisors, and ensure the compliance of all posts in the applicable jurisdiction(s). The foregoing Creator disclosure obligation is a mandatory and material term of all Campaign Agreements.

### 13. WARRANTIES

Creator represents and warrants that:

1. All services in connection with a Campaign will be performed in a professional manner. Creator will not engage in any activity that may reasonably injure or adversely reflect on the name, goodwill or reputation of #paid or Marketer;
2. Creator has the authority and right to enter into these Terms of Service and any Collaboration Agreement and has obtained all rights and waivers necessary to grant the rights, titles and interests granted thereunder;
3. Work Product and Campaign Content will at all times comply with applicable local, provincial, national and other laws, rules, regulations and guidelines, including requirements and standards related to advertising and marketing, competition, consumer protection and privacy and all other requirements set forth in Section 3.2 with respect to Member Content;
4. While participating in a Campaign, Creator will not promote, upload, post or otherwise make available material or Campaign Content that is abusive, harassing, obscene, vulgar, hateful, invasive of another's privacy, defamatory or otherwise objectionable or illegal, or that discriminates based on race, gender, nationality, disability, sexual orientation, age, family status or any other legally protected class;
5. While participating in a Campaign, Creator will not promote or engage in any illegal activities, violations of intellectual property rights or internet abuse, including unsolicited advertising and spam;
6. While participating in a Campaign, Creator will not promote or endorse any ware, service or brand that directly competes with the ware, service or brand being promoted in the Campaign;
7. Creator will not assign any other person to perform Creator's obligations hereunder;
8. Creator will not enter into any agreement that is incompatible or inconsistent with its obligations hereunder; and



9. Creator is solely and exclusively liable for complying with and making all payments under applicable local, provincial, national and other laws, including laws related to taxation.

**Marketer represents and warrants that:**

1. Marketer has the authority and right to enter into the Terms of Service and any Campaign Agreement and has obtained all rights and waivers necessary to grant the rights, titles and interests granted thereunder;
2. No Campaign will violate or compel #paid or Marketer to violate any applicable local, provincial, national and other laws, rules, regulations and guidelines, including requirements and standards related to advertising and marketing, competition, consumer protection and privacy;
3. No Campaign shall promote or involve sexually explicit or adult material or services;
4. No Campaign shall promote or involve material that is abusive, harassing, obscene, vulgar, hateful, invasive of another's privacy, defamatory or otherwise objectionable or illegal, or that discriminates based on race, gender, nationality, disability, sexual orientation, age, family status or any other legally protected class;
5. No Campaign shall promote or involve any illegal activities, violations of intellectual property rights or internet abuse, including unsolicited advertising and spam;
6. No Campaign shall imperil the health, safety or security of a Marketer or the general public;
7. Marketer will not send a Creator a request for free services or for equity or commission only, including a request that a Creator provide free services or content as a condition of consideration for a Campaign;
8. Marketer will not require or encourage a Creator not to disclose a material connection between the Marketer and Creator; and
9. Marketer will not request services without the intention to complete a Campaign.

**14. DISPUTES**

Any disputes with another Member arising from your use of the Platform or the Services is between the Members and not with #paid. However, #paid offers a mechanism to assist with the resolution of disputes. If Campaign Content is not posted within the terms of the Campaign or is deemed to not be consistent with Campaign Content agreed to by the Marketer, the Marketer can contact #paid via email at [hello@hashtagpaid.com](mailto:hello@hashtagpaid.com) to submit a dispute. #paid reserves the right, in its sole discretion, to return any payments paid to Creator by Marketer for the Campaign, less any applicable Service Fees and taxes, to the Marketer, or remit the funds to the Creator, less any applicable Services Fees and taxes, determined by an assessment of whether the Campaign Content fulfilled the Creator's Campaign obligations. Neither the Marketer nor Creator has any claim against #paid arising from disputes associated with #paid's Platform or the Services.

#### 15. RELATIONSHIP WITH #PAID

No agency, fiduciary, partnership, joint venture, employee/employer, franchisor-franchisee is intended or created by your use of #paid's Platform or Services.

#PAID HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE TRUTH OR ACCURACY OF CAMPAIGN DESCRIPTIONS CONTAINED IN A CAMPAIGN REQUEST, CAMPAIGN AGREEMENT OR COLLABORATION AGREEMENT OR THE ABILITY OF A CREATOR TO COMPLETE THE CAMPAIGN TO THE SATISFACTION OF THE MARKETER. #PAID DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT A CREATOR WILL ACTUALLY COMPLETE AN ACCEPTED CAMPAIGN TO THE SATISFACTION OF THE MARKETER OR THAT MARKETER WILL APPROVE THE COMPLETION OF A CAMPAIGN OR PAY A CREATOR.

#### 16. OWNERSHIP OF PLATFORM

The Platform is owned and operated by Hashtag Paid US, Inc. Any and all content, data, graphics, photographs, images, audio, video, software, trademarks, service marks, trade names and other information (collectively, the "Content") contained in the Platform are proprietary to #paid, its affiliates and/or third party licensors. The Content is protected by Canadian and international copyright and trademark laws.

Product, brand and company names and logos used, displayed or referenced on the Platform may be the trademarks or registered trademarks of their respective owners. Any use of any trademarks appearing on the Platform without the express written consent of the owner of the trademark is strictly prohibited

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You may download, print and reproduce the Content for your own informational purposes provided you agree to maintain any and all copyright or other proprietary notices contained in such Content, and that you cite #paid as the source of such Content. Any other use of the Content in whole or in part, including but not limited to adapting, displaying, distributing, publishing, storing in a retrieval system, transmitting, converting, copying or issuing copies, lending or reproducing the Content in any other form or by any other means whatsoever, whether electronic or otherwise, and including making the same available to or via the internet or wireless technology or authorizing any of the foregoing without the prior written consent of #paid, is strictly prohibited. To obtain written consent for such reproduction, please contact us at [hello@hashtagpaid.com](mailto:hello@hashtagpaid.com).

#### 17. EXCLUSIVITY AND FEE AVOIDANCE

You agree you will not take any action to circumvent any payment for the Platform or the Service to #paid or otherwise avoid Service Fees. You agree that you will use our Platform or Services as your sole and exclusive method to request, make, and receive engagements for similar work, including sponsorship, marketing, promotional, and endorsement work, directly or indirectly, with a Member, for a period of 12 months after (a) in the case of a Marketer, the date the Marketer either sends a Campaign Request or enters into a Campaign Agreement, and (b) in the case of a Creator, the date the Marketer has accepted a Campaign Request or the Creator enters into a Collaboration Agreement. You can be released of this obligation only if you pay #paid a one-time Opt-Out Fee of \$2,500 USD per Creator.

#### 18. COMMUNICATIONS AND RECORDS

You agree that you will conduct all communications regarding a Campaign in the Platform provided for the Campaign, or to upload/transcribe all related

communications, including written agreements and changes to a Campaign, Campaign Content, emails, telephone calls, and discussions regarding content requirements, into the Platform. This process is required to maintain an electronic record of all required elements of a Campaign.

You also agree to keep and maintain accurate and complete records related to a Campaign for at least one year following the completion of the Campaign. #paid reserves the right to request these records and other relevant documentation, which you agree will be provided within 10 days of the request.

You are responsible for maintaining copies of any records that you are legally required to maintain under applicable laws, including record retention obligations under applicable taxation legislation. #paid does not provide an archiving service. Once you terminate your Account, #paid may delete all of your Member Content. #paid only agrees that it will not intentionally delete Member Content prior to termination of an Account, provided that the Member Content otherwise complies with these Terms of Service. #paid expressly disclaims all other obligations with respect to the preservation or storage of Member Content.

#### 19. UNAUTHORIZED ACCESS

You agree that you will not (i) interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform, including the Services; (ii) take any action that imposes or may impose, as determined by #paid its sole discretion, an unreasonable or disproportionately large load on #paid's infrastructure or that of any of its third party providers; (iii) bypass any measures #paid may use to prevent or restrict access to the Platform or other accounts, computer systems or networks connected to the Platform; (iv) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to extract the source code of any proprietary software used to provide, maintain, or otherwise applicable to the Platform; (v) use any robots, spiders, or similar data mining, data gathering or extraction tools or other automatic device, program, algorithm or methodology, or any comparable manual process, to access, acquire, copy, or monitor any portion of the Platform, including for the purpose of collecting data from the Platform to create or compile, directly or indirectly, in whole or in part, a collection, compilation, database or directory without the express permission of

#paid; (vi) use the Platform or Services in connection with any illegal purpose, to solicit, facilitate, encourage, condone, or induce any illegal activity, or as otherwise prohibited by these Terms of Service or applicable laws, rules or regulations; (vii) track or seek to trace, harvest or compile any information on any other person who visits the Platform; or (viii) use or access any audiovisual content available on the Platform for any purpose other than streaming.

## 20. THIRD PARTY CONTENT

The Site contains a directory of Creator profiles. Information in the Creator profiles is provided by the Creator and from third party sources, such as certain social media platforms. #paid does not verify the information in Creator profiles and does not represent or warrant that the information in these profiles is accurate.

## 21. LINKING

The Platform might offer you links to other sites on the Internet that are owned and operated by third parties and therefore not affiliated with us. Please understand that such linked websites are independent from #paid, and #paid has no control over the content of such websites. Consequently, #paid cannot be held liable for and makes no warranty or representation whatsoever as to the accuracy, timeliness and/or completeness of the information contained on such websites. Such websites may be governed by terms and conditions different from those applicable to our Platform, and we encourage you to review the terms and privacy policies of those third parties before using their websites.

The links which we might place on the Platform do not imply that we sponsor, endorse or are affiliated or associated with, or have been legally authorized to use any trade-mark, trade name, service mark, design, logo, symbol or other copyrighted materials displayed on or accessible through such sites.

## 22. DISCLAIMER

THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES AND THE EXCLUSION OR LIMITATION OF REPRESENTATIONS MADE CONCERNING OUR GOODS OR SERVICES. IF THESE LAWS

APPLY TO YOU, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

YOUR USE OF THE PLATFORM AND THE SERVICES IS ENTIRELY AT YOUR OWN RISK. #PAID DOES NOT CONTROL THE CONTENT OF POSTINGS BY ITS MEMBERS. THE PLATFORM, INCLUDING THE CONTENT AND SERVICES PROVIDED HEREIN, IS BEING PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, #PAID AND ITS AFFILIATES, DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY REGARDING THE PLATFORM, THE SERVICES, THE CAMPAIGNS, AND RELATED MATERIALS, INCLUDING ANY WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY AND NON-INTERFERENCE OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION. #PAID AND ITS AFFILIATES DO NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS, USEFULNESS OR QUALITY OF THE PLATFORM, THE SERVICES, OR THE POSTINGS OF ANY MEMBERS, INCLUDING CONTENT POSTED ON OR LINKED FROM THE PLATFORM OR THE SERVICES. #PAID AND ITS AFFILIATES DO NOT WARRANT THAT THE PLATFORM IS SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION OR THAT THE PLATFORM AND SERVICES WILL MEET YOUR REQUIREMENTS. YOU ASSUME ALL RISKS ASSOCIATED WITH USING OR RELYING ON THE PLATFORM AND SERVICES, INCLUDING ANY LISTINGS BY MEMBERS.

The application of any United Nations Convention on Contracts for the International Sale of Goods and any enabling legislation is hereby disclaimed.

### 23. LIMITATION OF LIABILITY

THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF LIABILITY OR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, THE ENTIRE CUMULATIVE LIABILITY OF #PAID AND ITS AFFILIATES, AND YOUR EXCLUSIVE REMEDY FOR ALL MATTERS OR CLAIMS ARISING FROM OR RELATING TO THE PLATFORM AND THE SERVICES SHALL BE LIMITED TO THE SERVICE FEES PAID BY AND/OR DUE FROM YOU, IF APPLICABLE, FOR THE SERVICES IN THE PRECEDING SIX MONTHS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, #PAID AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY (A) DIRECT, INDIRECT, SPECIAL, INCIDENTAL PUNITIVE, CONSEQUENTIAL DAMAGES, DAMAGES ON ACCOUNT OF LOSS OF PROFITS, OR OTHER DAMAGES ARISING OUT OF OR RELATING TO A COMPLETED OR NON-COMPLETED CAMPAIGN OR OTHER TRANSACTION BETWEEN MEMBERS OR ANY MISREPRESENTATION BY A MEMBER, INCLUDING WITH RESPECT TO A CAMPAIGN OR THE SUBJECT OF ANY TRANSACTION WITH A MEMBER; (B) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES ON ACCOUNT OF LOSS OF PROFITS ARISING OUT OF OR RELATING TO THE USE OF THE PLATFORM OR SERVICES; (C) DAMAGES RELATING TO TELECOMMUNICATION FAILURES, INTERNET AND ELECTRONIC COMMUNICATIONS DELAYS OR LIMITATIONS, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF REVENUE OR PROFITS, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PLATFORM OR SERVICES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY IRRESPECTIVE OF WHETHER THE ALLEGED LIABILITY IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF #PAID OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE ENTIRE RISK ARISING OUT OF OR RELATING TO YOUR USE OF THE PLATFORM, SERVICES AND ANY TRANSACTIONS CONDUCTED IS AND REMAINS WITH YOU.

YOU HEREBY RELEASE #PAID FROM AND WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGES CAUSED BY ANY OF THE FOREGOING.

NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY FAILURE OR DELAY RESULTING FROM ANY EVENT BEYOND THE REASONABLE CONTROL OF THAT PARTY INCLUDING, WITHOUT LIMITATION, FIRE, FLOOD, STORMS, INSURRECTION, WAR, TERRORISM, EARTHQUAKE, POWER FAILURE, CIVIL UNREST, EXPLOSION, EMBARGO, STRIKE (A "FORCE MAJEURE EVENT").

FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR FRAUD, GROSS NEGLIGENCE, OR WILFUL MISCONDUCT OR ANY OTHER LIABILITY TO THE EXTENT SUCH EXCLUSION OR LIMITATION WOULD BE UNLAWFUL.

#### 24. INDEMNITY

You agree to indemnify and hold harmless #paid, its affiliates, officers, employees, agents, and licensors from and against any and all losses, expenses, damages, claims, fines, penalties, costs and liabilities (including all legal and accounting fees), arising from or relating to (a) your use of the Platform and Services, including any obligations to pay in association with a Campaign or other agreement, (b) any representation or misrepresentation by you in any content that you (or anyone acting in your Account or Agency Account which you own) submit, post, transmit or make available on the Platform or through the Services, including with respect to information in your profile or Campaign, (c) your completion or failure to complete a Campaign with another Member, (d) any liability arising from the tax treatment of payments or any portion of such payments, (e) your dispute of or failure to pay any amounts owing in association with a Campaign or other agreement, (f) any liability arising from violation of any law, including intellectual property laws, (g) any violation by you of these Terms of Service, and (h) your negligence or willful misconduct.

You agree that, at #paid's option, You will conduct the defense of any such claim or action; provided that, notwithstanding our election that You conduct the defense, (i) #paid may nevertheless participate in such defense or settlement negotiations and pay its own costs associated therewith, and (ii) You will not enter into any settlement or other compromise without the prior written approval of #paid (which approval shall not be unreasonably withheld), unless such settlement or other compromise includes a full and unconditional release of the relevant parties from all liabilities and other obligations in respect of such claim or action.

No person or entity shall be entitled to any form of equitable or implied indemnification at any time, except as provided by this Agreement.



## 25. TERMINATION AND SUSPENSION

To close your Account, send an email to [hello@hashtagpaid.com](mailto:hello@hashtagpaid.com) to provide written notice to #paid. Accounts will be closed following 30 days' notice with express written confirmation from #paid provided that (i) all Campaigns associated with your Account have been satisfactorily completed; (ii) any disputes in which you have been involved have been satisfactorily settled; (iii) any payments owed to or owing by you have been paid; (iv) there are no outstanding funds associated with the Account; and (v) you have completed any other obligation associated with your use of the Services. Following your Account closure, you will still be bound by all provisions of these Terms of Service.

Any termination of an Account will automatically lead to termination of all Agency Accounts owned by the Member of the terminated Account. Upon termination of an Agency Account, all associated Accounts will be deleted.

Once you terminate your Account, you will no longer have access to any information within your Account.

## 26. CHANGES AND TERMINATION OF SERVICES

#paid reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Platform and Services (or any part thereof) with or without notice. #paid reserves the right to change these Terms of Service at any time and to notify you by posting an updated version of the Terms of Service on the Platform. You are responsible for regularly reviewing the Terms of Service, including, without limitation, by checking the date of "Last Update" at the top of this document. Continued use of the Platform after any such changes shall constitute your consent to be bound by such changes, with continued provision of the use of the Platform constituting consideration from #paid to you for so being bound.

## 27. APPLICABLE LAWS AND DISPUTES WITH #PAID

This Agreement is governed by the laws of the Province of Ontario, Canada without regard to the principles of conflict of laws. All disputes raised against #paid arising out of or in connection with this agreement, or in respect of any legal relationship

associated with or derived from this agreement, shall be finally resolved by arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. The place of arbitration shall be the City of Toronto, in the Province of Ontario, Canada. The language of the arbitration shall be English. Nothing herein shall preclude #paid from seeking injunctive relief, mandatory orders, or specific performance or other relief in any competent jurisdiction. If any provision of the present Terms of Service shall be unlawful, void, or for any reason unenforceable, then such provision shall be severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions.

These Terms of Service, any Campaign Agreement, any Collaboration Agreement, and any and all other legal notices or statements posted on the Platform constitute the entire agreement between you and #paid with respect to the use of the Platform and Services, including the Content.

#### 28. NOTICE

Notices to you may be made via email or regular mail, or in cases of changes to these Terms of Service or to the Services offered through the Platform, by posting notices or links to such notices on the Platform itself.

If you have any questions or comments regarding these Terms of Service please contact us at [hello@hashtagpaid.com](mailto:hello@hashtagpaid.com).

#### 29. CALIFORNIA RESIDENTS

Pursuant to California Civil Code §1789.3, California residents are also entitled to the following specific consumer rights notice:

The name, and address of the provider of the Platform is:

Hashtag Paid Inc.

55 Hillholm Blvd, Richmond Hill, Ontario, Canada, L4B 2H6

Complaints regarding the Platform or requests to receive further information regarding use of the Platform may be sent to the above address or to [hello@hashtagpaid.com](mailto:hello@hashtagpaid.com).

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N112, Sacramento, CA 95834 or by telephone at (916) 445-1245 or (800) 952-5210. Hearing impaired persons may call TDD (800)-326-2297 or TDD (916)-928-1227, see [www.dca.ca.gov](http://www.dca.ca.gov) for additional information.

### 30. LANGUAGE

It is the express wish of the parties that these Terms of Service be drafted in English. Les Parties aux présentes ont expressément demandé que ces modalités d'utilisation du Site Web soient rédigés en anglais.