

# TERMS OF SERVICE

Last Updated: January 1, 2016

## READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

The following terms of service ("Terms of Service") govern your use of [www.hashtagpaid.com](http://www.hashtagpaid.com) (the "Website") 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 Website and Services.

**HASHTAG PAID INC. (“#PAID”, “WE”, “US”, “OUR”) OWNS AND OPERATES THE WEBSITE LOCATED AT [HTTPS://WWW.HASHTAGPAID.COM](https://www.hashtagpaid.com) (THE “WEBSITE”). THESE TERMS OF SERVICE APPLY TO ALL USERS OF THE WEBSITE, THE PLATFORM AND THE SERVICES. BY USING THIS WEBSITE AND THE PLATFORM YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, THEN DO NOT USE THE WEBSITE, 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. THESE TERMS OF SERVICE MAY BE AMENDED OR UPDATED BY #PAID FROM TIME TO TIME WITHOUT NOTICE AND THE TERMS OF SERVICE MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEBSITE. IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS OF USE FOR ANY CHANGES. YOUR USE AFTER ANY AMENDMENTS OR UPDATES OF THESE TERMS OF USE SHALL SIGNIFY YOUR ACCEPTANCE OF SUCH REVISED TERMS. ANY NEW FEATURES THAT MAY BE ADDED TO THIS WEBSITE, 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.**

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## **ABOUT OUR PLATFORM**

#paid provides a proprietary platform (the "Platform") and related services for brands and social network celebrities to connect for the purpose of running sponsored marketing campaigns ("Services"). Individuals, corporations, or other entities may register for an account on #paid's platform ("Account") and become members of the Platform ("Members", "you" and "your"). #paid's Services allow for an individual, corporation, or other entity who is interested in creating a marketing campaign ("Advertiser") to register for an account and search for influencers to work with for an Advertiser's campaign ("Campaign").

When an Advertiser finds a celebrity or their authorized representatives/agents with an Account ("Celebrity" or "Celebrities") that they would like to work with, they may submit a collaboration request ("Campaign Request") to the Celebrity, including a Campaign brief setting out all necessary details of the Campaign. Upon submitting the Campaign Request, the Advertiser will be pre-authorized for the cost of the Celebrity plus #paid's 25% Service Fee and any applicable taxes if paying with a credit card. Once a Celebrity accepts the Campaign Request, the Advertiser and accepted Celebrity or Celebrities agree to the initial terms of the Campaign ("Campaign Agreement") and the Advertiser will be charged a Service Fee for the collaboration. The Advertiser and Celebrity will be provided access to a private interactive forum on the Platform with live-chat features ("Workroom") where they can collaborate on the content to be posted and details of the Campaign. The Celebrity will submit a final preview ("Final Preview") which the Advertiser can approve or reject. Add-on services ("Add-ons") may be requested to be additionally included in the Final Preview for which an additional fee must be submitted.

If the Final Preview is rejected by the Advertiser, a Celebrity may edit and upload a new Final Preview. Upon acceptance by an Advertiser of a Final Preview, the accepted work will be considered a Final Deliverable. The Celebrity may publicly post the Final Deliverable and submit the unique link to the Workroom for verification ("Final Deliverable Link"). If the Advertiser rejects the Final Deliverable Link, the Workroom will be temporarily closed and a dispute resolution process will be facilitated by #paid to assist the Advertiser and Celebrity in resolving any issues. If the Advertiser provides approval of the Final Deliverable Link, the Campaign funds will be released from #paid and the Celebrity will receive payment less any amounts due to #paid for the Campaign on the next scheduled payment date, provided the payment amount is above the earnings threshold. See Section 7, Service Fees and Payment for more information. The Advertiser may require the Celebrity to remove the Final Deliverable from public posting or distribution for any reason. #paid offers the Services for your business purposes, and not for personal, household, or consumer use. #paid is not a party to any Campaign Agreements between its Members. #paid does not employ Celebrities, is not an employment agency for Advertisers, and is not in the business of providing payment processing services.

## **ACCOUNTS**

### ***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 an Advertiser Account. You must be over the age of 18 to register for a Celebrity Account and of an age to legally perform the work in any Campaign listing or any other work associated with a Campaign for which you submit a bid. 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 Website and Services. If the Advertiser or Celebrity 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 by clicking on settings after you log in to your account.

### ***Agency Accounts***

You may create an Agency Account and add Members to your Account for whom you are authorized to act as associated Agency Account Members. The Member who created the Agency Account may grant Agency Account Administrators certain administration 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 holder to its Agency Account Members and is not responsible for payments by Agency Account holders to Agency Account Members for services associated with #paid Services. Any disputes regarding these payments are between the Agency Account holder and its Agency Account Members.

### ***Celebrity Account Information***

If you register for a Celebrity Account, you will be required to link to your Account an authorized third party social media account (e.g., Instagram.). By linking to this social media account, you understand that we will obtain certain information about you from your social media account, which may include your first and last name, number of followers, biography, and profile picture. The latest posts from this account, including metrics related to the social media account, such as likes as applicable, will be included in your Celebrity Account profile.

### ***Account Confidentiality***

Each Member is responsible for maintaining the confidentiality of their password and we strongly recommend that you do not disclose your password to anyone. Each Member that is also an Agency Account owner or Agency Account Administrator must keep the passwords of the Member Accounts confidential and only for use by the authorized individuals. You must notify us if you become aware of a potential breach of security,

such as unauthorized disclosure of your user name and password. You may not transfer or sell your Account to another party.

### ***Account Termination by #paid***

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

### ***Account Closure by Member***

Your Account can only be closed once all obligations in association with the Account have been satisfied and you have provided written notice to [hello@hashtagpaid.com](mailto:hello@hashtagpaid.com) and received written confirmation from #paid. See Section 17, Termination and Suspension for more details.

## **SERVICE FEES AND PAYMENT**

We do not charge a fee to open an Account. However, we charge service fees ("Service Fee") in association with certain of the features of Services.

### ***Campaign Service Fees***

We apply Service Fees to all Campaigns. A Service Fee payable by the Advertiser ("Campaign Service Fee") of 25% will be added to the Campaign funds. Applicable taxes will apply to the Service Fee, the amount of which will be based upon the province or territory where a corporation is resident for tax purposes, or, for natural persons, the province or jurisdiction of residence. Neither the Advertiser nor the Celebrity are entitled to any interest on Campaign funds. For a list of examples of how taxes may apply, please [click here](#).

For Campaigns managed by #paid (a "Managed Campaign"), #paid charges a fee (the "Managed Service Fee") of fifteen percent (15%) of the Campaign funds, plus applicable taxes.

### ***Funding***

When you transmit funds to #paid that are not yet associated with a Campaign, no Campaign Service Fee is charged. When these funds are used towards a Campaign, the Campaign Service Fee will apply and be added to the Campaign funds and applicable taxes will apply.

### ***Add-On Fees***

Advertisers who would like to enhance the success of or vary the requirements of its Campaign may agree within the Workroom to pay a Celebrity for Add-Ons and milestones. Service Fees and applicable taxes apply to these amounts.

### ***Payment Terms***

Campaigns. Payments owing for approved Final Deliverables are delivered to Creators on pay dates that are scheduled every two weeks, falling on the 15th and 30th of every month. Following approval by the Advertiser of the Final Deliverable Link, the funds will be released from Hashtag Paid Inc. and payable to the Creator (minus Campaign Service Fees and applicable taxes) at the next scheduled pay day. Creator Account holdings of Campaign payments must meet a minimum threshold of \$250 USD before a Creator will qualify for payment of Campaign earnings. If the minimum threshold of \$250 USD has not been met, holdings will be held (i) until the next scheduled pay day immediately after the minimum threshold has been met. Payments to Creators will be made by the method preferred in the Creator Account, defaulting to their online payment account (PayPal). Please keep your email address and information accurate and up to date.

Managed Campaigns. For Managed Campaigns, fifty percent (50%) of the Managed Service Fee is due and payable as a non-refundable deposit within fourteen (14) days of the date of the Campaign Agreement. Upon the Celebrity accepting a Campaign Request, fifty percent (50%) of the Celebrity's post-price is immediately due and payable to #paid and is non-refundable. Once the Celebrity creates content for the Campaign, the balance of the Celebrity's post-price becomes payable and is non-refundable, unless the Celebrity is required to publicly post the content as part of the Campaign, in which case an additional twenty five percent (25%) of the Celebrity's post-price becomes payable and non-refundable. Once a Celebrity that is required to publicly

post content as part of a Campaign publicly posts the content, the remaining twenty five percent (25%) of the Celebrity's post-price is payable and non-refundable. Billing for the balance of the Managed Service Fee (based on milestones achieved) will occur once a month on the last day of every month and fees billed are due and payable within fourteen (14) days of the invoice date.

### ***Currency***

All amounts listed on the Website refer to and are payable in U.S. dollars. We are not responsible for currency fluctuations or for the currency exchange rates used by our or your payment processors.

### ***Taxes***

You are responsible for determining whether applicable income or other taxes apply to services conducted pursuant to 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 bid and Add-ons.

## **CAMPAIGNS**

The terms of the Campaign Agreement apply to all Campaigns accepted by a Celebrity and Advertiser. Advertiser will fund its Campaign by remitting funds for the full cost of the Campaign plus all amounts owing to #paid in respect of the Campaign. Advertiser and Celebrity can agree to Campaign terms, Add-Ons, and other services in communications in the Workroom, but may not otherwise modify the terms of the Campaign Agreement or these Terms of Service. Campaigns may only be terminated upon approval by #paid. Upon approval to terminate the Campaign, Campaign funds will be returned to the Advertiser's Account, less the Campaign Service Fee and applicable taxes. If a Campaign is terminated by the Advertiser or Celebrity, the Advertiser is not entitled to the return of any product, services, or benefits already provided to a Celebrity in association with the Campaign.

### ***Campaign Requests***

Advertisers that submit Campaign Requests agree that each Campaign Request will contain clear information about the (i) scope, (ii) deliverables, and (iii) time frames of the Campaign. We encourage you to evaluate each Campaign Request against the Celebrity'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 Celebrity require prior 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 an Advertiser prior to acceptance by a Celebrity. Information in Campaign Requests is strictly confidential and may not be used or disclosed without the express consent of the Advertiser.

In connection with Campaign Requests, the following conduct or content is prohibited:

- Sending a Campaign Request or otherwise using #paid's Services to conduct any transaction or transfer content that would violate any laws or regulations of any applicable jurisdiction, to encourage or compel a Member to violate any laws or regulations of any applicable jurisdiction, or to violate any agreement, including the terms of service of another website;
- Sending a Campaign Request for free services or for equity or commission only, or that requires or requests that a Celebrity provide free services or content as part of a Campaign or as a condition of consideration for the Campaign;
- Sending a Campaign Request that requires or encourages a Celebrity to not disclose a material connection between the Advertiser and Celebrity;
- Sending a Campaign Request that is posted without the intention of the Advertiser to complete a Campaign; and
- Sending a Campaign Request regarding sexually explicit or adult materials or tasks.

### ***Communication of your Name and Trade-Mark***

By sending a Campaign Request, you agree that you have the right and ability to and hereby grant #paid a non-exclusive, royalty-free, perpetual, and irrevocable right to use, reproduce, and communicate the name and trade-mark of your company or organization as a sender of Campaign Requests on the #paid Platform and user of #paid's Services in any media whatsoever, including in #paid marketing materials, unless requested otherwise in writing to #paid at [hello@hashtagpaid.com](mailto:hello@hashtagpaid.com).



### ***Celebrity Disclosure***

Celebrities are required to disclose that certain posts by the Celebrity are paid for by an Advertiser or that the Celebrity has partnered with the Advertiser, in each case by using a hashtag (#ad, #paid, or #sponsored). A Celebrity must disclose the Celebrity's connection to or partnership with the Advertiser if: (a) the Celebrity publishes a post that a consumer is likely to believe reflects the Celebrity's personal opinion, belief or experience; (b) the post promotes the Advertiser or its products and/or services; and (c) the Celebrity is receiving payment or an incentive from the Advertiser. The foregoing Celebrity disclosure obligation is a term of all Campaign Agreements.

### **DISPUTES**

Any disputes with another Member arising from your use of the Services is between the Members and not with #paid. However, #paid offers a mechanism to assist with the resolution of disputes. If a Final Deliverable is not approved or is rejected by an Advertiser, an automatic Dispute Request Form may be completed by the Advertiser and sent to #paid. If the dispute is not resolved between the Advertiser and Celebrity within 60 days, #paid may, in its sole discretion, return the funds, less the applicable Campaign Service Fee and taxes, to the Advertiser, or remit the funds to the Celebrity, less applicable Services Fees and taxes, determined by an assessment of whether the Final Deliverable Link fulfilled the Celebrity's Campaign obligations. Neither the Advertiser or Celebrity have any claim against #paid arising from disputes associated with #paid's Services.

### **RELATIONSHIP WITH #PAID**

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

#PAID HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE TRUTH OR ACCURACY OF CAMPAIGN DESCRIPTIONS CONTAINED IN CAMPAIGN REQUESTS OR THE ABILITY OF A CELEBRITY TO COMPLETE THE CAMPAIGN TO THE SATISFACTION OF THE ADVERTISER. ANY CAMPAIGN AGREEMENT OR OTHER ARRANGEMENT IS DIRECTLY BETWEEN THE MEMBERS. #PAID DOES

NOT REPRESENT, WARRANT, OR GUARANTEE THAT A CELEBRITY WILL ACTUALLY COMPLETE AN ACCEPTED CAMPAIGN TO THE SATISFACTION OF THE ADVERTISER, OR THAT AN ADVERTISER WILL APPROVE THE COMPLETION OF A CAMPAIGN OR PAY A CELEBRITY.

## **OWNERSHIP OF WEBSITE**

The Website is owned and operated by Hashtag Paid 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 this Website are proprietary to #paid, its affiliates and/or third party licensors. The Content is protected by Canadian and international copyright and trademark laws.

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## **EXCLUSIVITY AND FEE AVOIDANCE**

You agree you will not take any action to circumvent the payment of any Service Fees to #paid or otherwise avoid fees. You agree that you will use our 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 an Advertiser, the date the Advertiser sends a Campaign Request, and (b) in the case of a Celebrity, the date the Advertiser has accepted a Campaign Request. You can be released of this obligation only if you pay #paid a one-time Opt-Out Fee of \$1,200 USD.

## **MEMBER POSTINGS, CONDUCT AND MEMBER CONTENT**

### ***Member Conduct***

You must use your Account and Workroom in a responsible manner and that is respectful of Members' privacy. You must not transmit any content on the Website, such as in connection with any Workroom or forum, that:

1. restricts or inhibits any other user from using and enjoying the Website;
2. violates any law or statute, treaty, regulation, or #paid policy
3. is unlawful, threatening, abusive, bigoted, hateful, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit, or indecent;
4. constitutes, advocates, or encourages conduct that would constitute or give rise to a criminal offense, civil liability, or other violation of any Canadian provincial, territorial or national law, regulation or order, or any U.S. or other international law, regulation or order;
5. violates, plagiarizes, or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity, or any other proprietary right;
6. contains a virus or other harmful component; or
7. constitutes or contains false or misleading indications of origin or statements of fact.

### ***Member Content***

#paid allows Members to interact in and publish information on its Website, including in the Workrooms. You agree that if you upload or submit any content to the Website you have all necessary rights, title and interest, including copyright, over the content, and that it does not violate the publicity or privacy rights on individual. By uploading the content, you agree you have the right and authority to, and 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 such uploaded content in any and all manner and media throughout the world and in perpetuity for the purpose for which the content was uploaded and other 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 objectives. You understand that any such content may be edited in the sole discretion of #paid.

Final Deliverable Content Without limiting the generality of anything in these Terms of Use or the Campaign Agreement, by posting or accepting a Final Deliverable 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 the Final Deliverable, including as it appears at the Final Deliverable Link, 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 clarity, this includes inclusion by #paid of the Final Deliverable, including as it appears at the Final Deliverable Link, in a portfolio of work to market #paid's services. You understand that any such content may be edited in the sole discretion of #paid.

### ***Member Postings***

All content uploaded must match the exact Final Preview approved by the Advertiser (photo, caption and time to post). The content must stay posted for a minimum of 30 days, unless otherwise specified by the Advertiser in the Campaign Request. We recommend all content stay posted indefinitely.

### **COMMUNICATIONS AND RECORDS**

You agree that you will conduct all communications regarding a Campaign in the Workroom provided for the Campaign, or to upload/transcribe all related communications, including written agreements and additional add-ons, deliverables, emails, telephone calls, and discussions regarding content requirements, into the

Workroom. 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 Campaign approval by the Advertiser. #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.

## **UNAUTHORIZED ACCESS**

You agree that you will not (i) interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website, 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 Website or other accounts, computer systems or networks connected to the Website; (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 Website; (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 Website, including for the purpose of collecting data from the Website 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 Website 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 Website; or (viii) use or access any audiovisual content available on the Website for any purpose other than streaming.

### **THIRD PARTY CONTENT**

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

### **LINKING**

The Website 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 Services, 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 our Website 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.

### **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 WEBSITE AND THE SERVICES IS ENTIRELY AT YOUR OWN RISK. #PAID DOES NOT CONTROL THE CONTENT OF POSTINGS BY ITS MEMBERS, INCLUDING CAMPAIGN REQUESTS. THIS WEBSITE, 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, OR STATUTORY REGARDING THE WEBSITE, THE SERVICES, THE CAMPAIGNS POSTED BY A MEMBER, 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 WEBSITE, THE SERVICES, OR THE POSTINGS OF ANY MEMBERS, INCLUDING CONTENT POSTED ON OR LINKED FROM THE WEBSITE OR THE SERVICES. #PAID AND ITS AFFILIATES DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION OR THAT THE WEBSITE AND SERVICES WILL MEET YOUR REQUIREMENTS. YOU ASSUME ALL RISKS ASSOCIATED WITH USING OR RELYING ON THE WEBSITE 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.

## **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 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 WEBSITE AND THE SERVICES SHALL BE LIMITED TO THE SERVICE FEES PAID BY AND/OR DUE FROM YOU, IF APPLICABLE, FOR THE SERVICES IN THE PRECEEDING 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 WEBSITE 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 WEBSITE 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.



## **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 Website 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 Website or through the Services, including with respect to information in your profile or Campaign listing, (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, and (g) any violation by you of these Terms of Service.

## **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 Advertiser Agency Account, all associated Accounts will be deleted. Upon termination of a Celebrity Agency Account, #paid may, at its discretion, terminate any or all related Accounts.

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

## **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 Website 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 this Website. You are responsible for regularly reviewing the Terms of Service, including, without limitation, by checking the date of "Last Update" at the bottom of this document. Continued use of the Website after any such changes shall constitute your consent to be bound by such changes, with continued provision of the use of the Website constituting consideration from #paid to you for so being bound.

## **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, and any and all other legal notices or statements posted on the Website constitute the entire agreement between you and #paid with respect to the use of the Website and Services, including the Content.

## **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 by the Website, by posting notices or links to such notices on the Website itself.

Notices to #paid are to be made in writing to 55 Hillholm Boulevard, Richmond Hill, Ontario L4B 2H6.

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

## **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.