

**READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY**

**TERMS OF SERVICE - FOR CREATORS**

**Last Updated: July 29, 2020**

HASHTAG PAID INC. (“#PAID”) OWNS AND OPERATES THE PLATFORM AND THE SERVICES. BY USING THE #PAID PLATFORM (INCLUDING THE WEBSITE) OR SERVICES (SUCH USE OR ACCEPTANCE, “EFFECTIVE DATE”), CREATOR ACKNOWLEDGES THAT CREATOR HAS READ, ACCEPTS AND AGREES TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS SET OUT IN THESE TERMS OF SERVICE, AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 19(d). IF CREATOR DOES NOT ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, CREATOR WILL IMMEDIATELY CEASE ANY FURTHER USE OF THE #PAID PLATFORM AND SERVICES. CREATOR REPRESENTS AND WARRANTS TO #PAID THAT CREATOR HAS THE CAPACITY TO ENTER INTO THESE LEGALLY BINDING TERMS OF SERVICE. IF CREATOR IS USING THE #PAID PLATFORM OR SERVICES ON BEHALF OF ANOTHER PERSON, CREATOR HEREBY REPRESENTS AND WARRANTS TO #PAID THAT CREATOR HAS THE AUTHORITY TO BIND SUCH PERSON TO THESE TERMS OF SERVICE.

**1. #paid’s Platform and Services – For Creators**

#paid provides a proprietary platform (“Platform”) and campaign management services (“Services”) to help social media celebrities, influencers and creators connect and collaborate with brands, advertisers and marketing agencies (“Marketers”) to create content for sponsored marketing campaigns (a “Campaign”).

**These terms of service (“Terms of Service”) apply to you if you are a Creator that uses the Platform, including #paid’s website located at [www.hashtagpaid.com](http://www.hashtagpaid.com), and Services (“Creator”). If you are a Marketer, these terms do not apply to you and you should review our terms of service for Marketers at the following link: [hashtagpaid.com/terms](http://hashtagpaid.com/terms)**

**2. Services – Collaboration on Campaigns**

- (a) Creator may use the Platform and Services to submit details regarding the fees that Creator may charge to create content (“Creator Fees”), the services Creator provides with respect to collaborations with Marketers and details regarding Creator’s social media accounts, location and demographics, in addition to other details required by #paid.
- (b) If a Marketer is interested in collaborating with Creator on a Campaign, #paid may ask Creator to participate in the Campaign via the Platform and may deliver a campaign brief outlining Marketer’s requirements for the Campaign (“Campaign Brief”). In the Campaign Brief, Creator may be informed about the budget, design and creative, target audience and duration of the Campaign.
- (c) If Creator agrees to participate in the Campaign, #paid may provide Marketer with notice of Creator’s acceptance via the Platform. The details of the Campaign Brief

and Creator Fees will be reflected in a collaboration agreement (“**Collaboration Agreement**”) which must be entered into by Creator and #paid. Each Campaign will be governed by a Collaboration Agreement, including any Campaign Briefs or other documents referenced therein.

(d) **Work Products.**

- (i) #paid will coordinate the development of the content produced by Creator for a Campaign (“**Work Product**”).
- (ii) Marketer will have an opportunity to review and approve all Work Product.
- (iii) Creator will only post Work Product approved by Marketer (“**Campaign Content**”) on social media.

(e) **Campaign Launches; Communications; Changes.**

- (i) #paid will help to facilitate the launch of each Campaign and the posting of Campaign Content on the specified social media platforms in accordance with Marketer’s requirements for the applicable Campaign.
- (ii) Collaboration and communication between Creator and Marketer related to a Campaign may occur through a designated #paid account manager (“**Success Manager**”).

(f) 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 will govern.

(g) **Additional Terms.**

- (i) All Campaign Content and posting of Campaign Content on social media will be subject at all times to #paid’s approval, direction and control and Creator will abide by all reasonable instructions, directions and recommendations given from time to time by #paid and the Success Manager.
- (ii) #paid retains the right to reasonably hold-back and adjust Creator Fees where Creator does not provide the Campaign Content (A) as described in the Collaboration Agreement, or (B) to the reasonable satisfaction of Marketer.

3. **The Platform**

(a) **Access to the Platform.** Subject to Creator’s compliance with the terms and conditions of these Terms of Service (including signing up for an Account and complying with the Member code of conduct set out in Section 5), #paid will make

the Platform available to Creator on the terms and conditions set out in these Terms of Service.

- (b) **Suspension of Access; Modifications.** #paid may, from time to time and in #paid's discretion without limiting any of #paid's other rights or remedies at law or in equity under these Terms of Service:
  - (i) suspend Creator's access to or use of the Platform pursuant to Section 4 below; or
  - (ii) make any modifications to the Platform.
- (c) **Technical Support.** #paid will provide Creator with technical support for the Platform:
  - (i) via email at [hello@hashtagpaid.com](mailto:hello@hashtagpaid.com), Monday to Friday from 9:00 AM to 5:00 PM EST; and
  - (ii) via #paid's knowledge base and documentation available online at <https://help.hashtagpaid.com>.
- (d) **Service Levels.** #paid will use commercially reasonable efforts to achieve 99% Platform uptime and will use commercially reasonable efforts to provide notice at least 48 hours in advance for scheduled maintenances within normal business hours.

#### 4. **Accounts**

- (a) **Eligibility.** If Creator is an individual, Creator must be: (i) over the age of majority in Creator's jurisdiction of residence who can form legally binding contracts, and (ii) of an age to legally perform the work in any Campaign including any work associated with a Campaign to register for an Account on the Platform ("**Account**") and to be accepted by #paid as a member ("**Member**") of the Platform. Creator is solely responsible for ensuring that the use of the Platform and Services in accordance with these Terms of Service in Creator's jurisdiction of residence is permitted by law or regulation. If such use is not so permitted by applicable law, #paid prohibits all use and access to the Platform and Services. If Creator is a corporation, partnership, association or other business entity, Creator agrees that Creator has the authority to bind the corporation, partnership, association or other business entity to these Terms of Service.
- (b) **Creator Account Information.** Upon registering for an Account, Creator may decide to or be required to integrate Creator's Account with a third party social media account (e.g., Instagram). In connection with such integration, Creator authorizes #paid to obtain certain information about Creator from Creator's social media account, including certain personal information, such as Creator's name, profile information, profile picture, social media account metrics, number of followers and any information that Creator 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 Creator's Account, and this information may be visible to other Members or visitors to the Platform. Creator agrees to provide current, complete and accurate information and to promptly update all account information to keep Creator's account current, complete and accurate. Creator may change or update Creator's account information at any time.

- (c) **Account Confidentiality.** Creator is responsible for maintaining the confidentiality of Creator's user ID and password and #paid strongly recommends that Creator does not disclose Creator's user ID or password to anyone. Creator agrees to notify #paid if Creator becomes aware of a potential breach of security, such as unauthorized disclosure of Creator's user ID and password. Creator may not transfer or sell Member's Account to another party.
- (d) **Account Termination by #paid.** #paid may terminate, suspend, or otherwise restrict or prohibit access to the Platform and #paid's Services, remove hosted Member Content including but not limited to Creator's Account, Campaigns, Work Product and Campaign Content, and take technical and legal steps to prohibit Creator from using the Platform or #paid's Services for any reason and without prior notice.
- (e) **Account Closure by Member.** Creator's Account can only be closed once all obligations (including payment obligations, if applicable) in association with the Account or Campaigns have been satisfied by Creator and Creator has provided written notice to [hello@hashtagpaid.com](mailto:hello@hashtagpaid.com) and received written confirmation from #paid. See Termination and Suspension for more details.

## 5. Member Conduct and Member Content

- (a) **Member Conduct.** Creator must use Creator's Account in a responsible manner and respect Members' privacy. Creator will not access or use the Platform or the Services to:
  - (i) sub-license, sell, rent, lend, lease or distribute the Platform or any intellectual property rights therein, or otherwise make the Platform available to any third parties;
  - (ii) permit timesharing, service bureau use or commercial exploitation of the Services;
  - (iii) violate any applicable law or intellectual property right;
  - (iv) threaten the security or functionality of the Platform;
  - (v) create, collect, transmit, store, use or process any data:
    - (A) that Creator does not have the lawful right to create, collect, transmit, store, use or process;
    - (B) that violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property rights or other rights of any

third party (including any moral right, privacy right or right of publicity); or

- (C) that contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;
  - (vi) attempt to reverse engineer, de-compile or disassemble the Platform;
  - (vii) access or use the Platform for the purpose of building a similar or competitive product or service;
  - (viii) upload, post or otherwise make available any material that contains viruses, malware or other malicious software;
  - (ix) perform any vulnerability, penetration or similar testing of the Platform;
  - (x) promote or engage in any unlawful or illegal activities or internet abuse, including unsolicited advertising and spam;
  - (xi) 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;
  - (xii) engage in any activity that may reasonably injure or adversely reflect on the name, goodwill or reputation of #paid or Marketer;
  - (xiii) make any false representation, including creation of a false identity, impersonation of any person or entity or misrepresentation of Creator's affiliation with any person or entity; or
  - (xiv) track, trace, harvest, or otherwise collect or store any information, including personal information, on any Account or any other Member of the Platform, without the express consent of such Member(s).
- (b) **Member Content.** #paid allows Creator to interact in and publish information on the Platform ("**Member Content**"). Member Content includes any and all Work Product or Campaign Content.
- (i) Creator agrees and understands that any Member Content Creator posts, provides or accepts may be viewed by the general public and will not be treated as private, proprietary or confidential.
  - (ii) Creator is solely responsible for the Member Content that Creator makes available through the Platform and Creator will ensure that: (A) Creator owns or has all necessary rights to use the Member Content; (B) 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; and (C) the Member Content does not violate any applicable law or regulation.

- (iii) 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.
- (iv) While Creators maintain editorial control over Campaign Content, Creator agrees to adhere to the following professional standards, in addition to the requirements set out under the “Member Conduct” section above, when posting Campaign Content:
  - (A) Campaign Content must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement, or that is unlawful, in violation of or contrary to any applicable law or regulations;
  - (B) Campaign Content must comply with applicable laws as well as with any applicable and mutually agreed-upon guidelines relating to a Campaign;
  - (C) Campaign Content must not disparage any party or person affiliated with a Campaign;
  - (D) Campaign Content must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous, threatening, indecent, violent, offensive, refers to dangerous, unlawful or illegal acts, promotes a political agenda or contains any criminal or civil liability;
  - (E) Campaign Content must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion or religious beliefs, nationality, disability, sexual orientation or age;
  - (F) Creator must provide appropriate notice and obtain all necessary consents from any individuals depicted in the photographs submitted as Work Product and Campaign Content for the purposes of reproducing such photographs in connection with the Work Product and Campaign Content, as outlined in these Terms of Service; and
  - (G) Creator will not assign any other person to create Campaign Content or perform Creator’s obligations hereunder.
- (v) #paid reserves the right to delete Campaign Content and Member Content that #paid, at #paid’s sole discretion, deems to be in violation of the law (including trademark and copyright law), to be in violation of these Terms

of Service, or to be abusive, defamatory, obscene or otherwise unacceptable.

- (vi) #paid does not guarantee that it will pre-screen Campaign Content or Member Content. #paid does not guarantee that the Platform will be free from Campaign Content or Member Content that is inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable. Even in the event that #paid chooses to monitor any Campaign Content or Member Content, #paid assumes no responsibility for, or any obligation to monitor or remove such Campaign Content or Member Content. #paid reserves the right to edit, remove, or refuse to post any Campaign Content or Member Content or terminate Creator's Account for any reason.
- (vii) If Creator is required to post Campaign Content to social media channels as part of a Campaign, Creator will not delete any Campaign Content that Creator has posted on a social media channel for at least 30 days from the date that the Campaign Content was posted, subject to the terms and conditions of a Collaboration Agreement, or unless otherwise instructed pursuant to these Terms of Service.

## 6. **Compliance with Applicable Laws, including Marketing Laws**

- (a) In certain jurisdictions, the law requires Creator 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 Creator has any other material connection to a Marketer (for example, a partnership or other interest in Marketer's company).
- (b) Creator agrees to comply with any and all laws, rules, regulations and other legal requirements with respect to sponsored posts, including, if applicable, 16 CFR Part 255 – Guides Concerning the Use of Endorsements and Testimonials in Advertising and any other applicable laws and requirements published by the Federal Trade Commission, and influencer marketing and competition requirements under the *Competition Act* and any other applicable Canadian federal or provincial laws. Examples of required disclosures that may be acceptable include #ad, #paid, or #sponsored, which must be conspicuously displayed within a post.
- (c) The foregoing is provided for informational purposes only, and does not constitute legal advice. It is Creator's sole and exclusive obligation to consult Creator's 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 Collaboration Agreements.

## 7. **Grant of Rights and Ownership**

### (a) **Ownership of Platform.**

- (i) The Platform and Services are owned and operated by Hashtag Paid Inc.. Any and all content, data, graphics, photographs, images, audio, video,

software, trademarks, service marks, trade names, logos, trade dress, patents, copyrighted or copyrightable materials and other information (collectively, the “**Content**”) contained in or made available through the Platform and Services are proprietary to #paid, its affiliates and/or third party licensors. The Content is protected by international copyright and trademark laws and is the confidential information of #paid.

- (ii) Creator may download, print and reproduce the Content for Creator’s own informational purposes related to receipt of the Services during the term of the Terms of Service. 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 use, please contact #paid at [hello@hashtagpaid.com](mailto:hello@hashtagpaid.com). Creator agrees any use of the Content by Creator authorized by #paid and the goodwill associated with such use will inure to #paid’s benefit. Creator agrees and acknowledges that it will not acquire any interest in the Content or the goodwill associated with the Content by virtue of these Terms of Service or Creator’s use of the Content.

- (b) **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 will be owned exclusively by Creator, unless otherwise agreed to with #paid pursuant to a Collaboration Agreement.

- (c) **License to Campaign Content.**

- (i) Notwithstanding the foregoing and subject to having performed its obligations required hereunder (including under any Collaboration Agreement), Creator will grant to #paid, for sub-licensing to Marketer, a non-exclusive, royalty-free, fully-paid up, worldwide right to use the Campaign Content for a period of one year following the “all posts live” date indicated in the work back schedule in the respective Collaboration Agreement, for the sole purpose of posting the content on social media channels that Marketer owns or controls (“**Social Rights**”). These Social Rights are limited to social media platforms, such as Instagram, Facebook, and Snapchat. #paid cannot sub-license Social Rights to Marketer 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.

- (ii) In addition to the Social Rights referred to above, Marketer can request non-exclusive, royalty-free, worldwide rights to use the Campaign Content on other digital marketing channels (“**Digital Rights**”) or non-digital



marketing channels (“**Offline Rights**”), which may be detailed in the respective Collaboration Agreement and purchased from Creator through #paid. Where a Campaign includes Creator content without Creator posting content to Creator’s social feeds (“**Just Content**”), #paid will sub-license to Marketer the Just Content and Digital Rights for a period of six months following the content approval date in the respective Collaboration Agreement or Platform. Marketer may request and purchase additional Digital Rights from Creator through #paid as indicated in the respective Collaboration Agreement.

- (iii) Upon request, extended licenses to use Campaign Content for other purposes, or an assignment of all of Creator’s rights, title and interest in Campaign Content, can be purchased by Marketer from Creator through #paid (collectively, the “**Extended Rights**”).
  - (iv) Creator further grants #paid a non-exclusive, royalty-free, fully-paid up, worldwide right to amplify or whitelist any Campaign Content on any platform or service during and, subject to Creator’s consent, after the term of the respective Collaboration Agreement.
- (d) **Rights Granted to #paid.** Creator hereby grants #paid a non-exclusive, royalty-free, perpetual, and irrevocable right to use, reproduce, and communicate Creator’s name and trademark, and, if applicable, the name and trademark of Creator’s company or organization, as a Member of #paid’s Platform or Services in any media whatsoever, including in #paid’s marketing materials during and after the term of these Terms of Service.
- (e) **Copyright Policy (U.S. Members).** #paid respects copyright law and the intellectual property rights of others, and #paid expects #paid’s Members to do the same. #paid will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to #paid. In appropriate circumstances, #paid will terminate the accounts of Members who are repeated copyright infringers.
- (i) #paid reserves the right to remove Member Content alleged to be infringing without prior notice, at #paid’s sole discretion.
  - (ii) If Creator believes that any of Creator’s Member Content was subsequently removed from the Platform, or to which access was disabled, or was improperly removed or disabled, please provide the following Counter-Notification to #paid’s Copyright Agent (see 17 U.S.C. Section 512(g) for further detail):
    - (A) Creator’s physical or electronic signature;
    - (B) 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;

- (C) a statement, under penalty of perjury, that Creator has 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
  - (D) Creator's name, address and telephone number, and a statement of Creator's consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, and that Creator will accept service of process from the person who provided notification of the alleged infringement.
- (iii) See 17 U.S.C. Section 512(c)(3) for further detail about the Digital Millennium Copyright Act. #paid's designated copyright agent for notice of alleged copyright infringement is:

Copyright Agent:

Hashtag Paid Inc.  
312 Adelaide Street West, Suite 200  
Toronto Ontario, Canada, M5V 1R2

E-mail: [CopyrightAgent@hashtagpaid.com](mailto:CopyrightAgent@hashtagpaid.com).

8. **Privacy.** Creator understands that information about an identifiable individual or information that is subject to applicable privacy or data protection laws ("**Personal Information**"), including the Personal Information in Agency Accounts, will be treated in accordance with #paid's privacy policy located at <https://hashtagpaid.com/privacy>.
9. **Confidentiality.** Creator will maintain the confidentiality of all confidential information disclosed to Creator, including details regarding or related to any Collaboration Agreement ("**Confidential Information**"), and will take all necessary precautions against unauthorized disclosure of the Confidential Information. Creator will not directly or indirectly disclose, allow access to, transmit or transfer any Confidential Information to any third party without the prior written consent of #paid. Upon request of #paid, and in any event upon the termination or expiration of a Campaign, Creator will immediately return to #paid all materials, including Work Product and Campaign Content containing any Confidential Information which are in Creator's possession or under Creator's control.

## 10. **Warranties**

Creator represents and warrants that:

- (a) Creator has the authority and right to enter into the Terms of Service and any Collaboration Agreement and has obtained all rights and waivers necessary to grant the rights, titles and interests granted thereunder; and
- (b) Creator will comply with all applicable laws, by-laws, rules, regulations and guidelines, including requirements and standards related to advertising and marketing, competition, consumer protection and privacy.

## 11. 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 #PAID'S GOODS OR SERVICES. IF THESE LAWS APPLY TO CREATOR, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO CREATOR AND CREATOR MAY HAVE ADDITIONAL RIGHTS.

- (a) CREATOR'S USE OF THE PLATFORM AND THE SERVICES IS ENTIRELY AT CREATOR'S 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" AND "WHERE IS" BASIS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- (b) #PAID HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE TRUTH OR ACCURACY OF CAMPAIGN DESCRIPTIONS CONTAINED IN A COLLABORATION AGREEMENT OR THAT MARKETER WILL APPROVE WORK PRODUCT FOR A CAMPAIGN, USE CREATOR'S CAMPAIGN CONTENT IN A CAMPAIGN, OR COMPLETE A CAMPAIGN.
- (c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, #PAID AND ITS AFFILIATES AND ANY OF THEIR OFFICERS, EMPLOYEES, AGENTS, AND LICENSORS DISCLAIM ALL WARRANTIES AND CONDITIONS, 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 AND CONDITIONS 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 AND ANY OF THEIR OFFICERS, EMPLOYEES, AGENTS, AND LICENSORS 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 AND ANY OF THEIR OFFICERS, EMPLOYEES, AGENTS, AND LICENSORS 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 CREATOR'S REQUIREMENTS. CREATOR ASSUMES ALL RISKS ASSOCIATED WITH USING OR RELYING ON THE PLATFORM AND SERVICES, INCLUDING ANY LISTINGS BY MEMBERS.

## 12. **Limitation of Liabilities**

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

- (a) TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, THE ENTIRE CUMULATIVE LIABILITY OF #PAID AND ITS AFFILIATES, AND ANY OF THEIR OFFICERS, EMPLOYEES, AGENTS, AND LICENSORS, AND CREATOR'S EXCLUSIVE REMEDY, FOR ALL MATTERS OR CLAIMS ARISING FROM OR RELATING TO THE PLATFORM AND THE SERVICES WILL BE LIMITED TO THE FEES PAID TO CREATOR, IF APPLICABLE, FOR THE PLATFORM AND SERVICES IN THE PRECEDING SIX MONTHS.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, #PAID AND ITS AFFILIATES AND ANY OF THEIR OFFICERS, EMPLOYEES, AGENTS, AND LICENSORS WILL NOT BE LIABLE FOR ANY 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. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY IRRESPECTIVE OF WHETHER THE ALLEGED LIABILITY IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF #PAID OR ITS AFFILIATES OR ANY OF THEIR OFFICERS, EMPLOYEES, AGENTS, AND LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 13. **Indemnities**

- (a) Creator agrees 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) Creator's use of the Platform and Services, including any obligations to pay in association with a Collaboration Agreement or other agreement, (b) any representation or misrepresentation by Creator in any content that Creator (or anyone acting in Creator's Account or Agency Account which Creator owns) submits, posts, transmits or makes available on the Platform or through the Services, including with respect to information in Creator's Member profile or Campaign, (c) Creator's 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) Creator's dispute of any amounts owing in association with a Collaboration Agreement or other agreement, (f) Creator's liability arising from violation of any law, including

intellectual property laws, (g) any violation by Creator of these Terms of Service, and (h) Creator's negligence or willful misconduct.

- (b) Creator agrees that, at #paid's option, Creator will conduct the defense of any such claim or action; provided that, notwithstanding #paid's election that Creator conduct the defense, (i) #paid may nevertheless participate in such defense or settlement negotiations and pay its own costs associated therewith, and (ii) Creator will not enter into any settlement or other compromise without the prior written approval of #paid (which approval will 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.
- (c) No person or entity will be entitled to any form of equitable or implied indemnification at any time, except as provided by these Terms of Service.

#### 14. **Term and Termination**

- (a) **Term.** The term of these Terms of Service will commence upon the Effective Date and will continue until Creator's Account is closed either by Creator or by #paid at #paid's sole discretion.
- (b) **Termination.**
  - (i) **Account Closure.** To close Creator's Account, Creator must provide written notice to #paid by sending an email to [hello@hashtagpaid.com](mailto:hello@hashtagpaid.com). Accounts will be closed following 30 days' notice with express written confirmation from #paid provided that (i) all Campaigns associated with Creator's Account have been satisfactorily completed; (ii) any disputes in which Creator has been involved have been satisfactorily settled; (iii) any payments owing by Creator have been paid; (iv) there are no outstanding funds associated with the Account; and (v) Creator has completed any other obligation associated with Creator's use of the Services. Following Creator's Account closure, Creator will still be bound by all provisions of these Terms of Service.
  - (ii) Once Creator's Account is terminated, Creator will no longer have access to any information within Creator's Account.
  - (iii) **Termination of Collaboration Agreement.** #paid may terminate the Collaboration Agreement issued hereunder effective 14 days after written notice to Creator ("**Termination Date**"). In the event of any such termination hereunder, #paid will pay to Creator all amounts due to Creator for Campaign Content completed up through the Termination Date, including without limitation the actual approved costs, expenses, and fees incurred by Creator on #paid's behalf prior to the Termination Date which cannot through Creator's commercially reasonable efforts (at no expense to Creator) be reduced or cancelled. Creator will pay to #paid any Creator Fees

paid by #paid to Creator in advance for Work Product or Campaign Content not completed by Creator to #paid's satisfaction by the Termination Date.

## 15. Fees and Payment

### (a) Fees.

(i) In consideration of the Work Product and Campaign Content described in a Collaboration Agreement, #paid will pay to Creator the Creator Fees as provided in the Collaboration Agreement in accordance with the payment schedule set out in the Collaboration Agreement. Subject to payment of fees by Marketers, #paid will pay to Creator a mutually agreed proportional amount of the approved Campaign Content that was actually published, posted online, or in any other way made available to the public in accordance with the Collaboration Agreement.

(ii) Creator Fees are payable on the 15<sup>th</sup> or last day of the month (“**Payment Days**”). Creator Fees are due and payable on the Payment Day that falls 30 days after the date upon which Creator performs the work associated with Creator Fees. For example, if Creator performs the work associated with Creator Fees on August 21, 2020, Creator will be paid on September 30, 2020. Payments to Creator will be made by the method identified by Creator in Creator's Account. Creator is required to keep payment information accurate and up to date. Creator may request to expedite the payment of Creator Fees due and payable for an expedited fee of the payment amount by contacting [payables@hashtagpaid.com](mailto:payables@hashtagpaid.com).

(b) **Changes to the Fees.** Either Creator or #paid may request changes to Creator Fees described in the Collaboration Agreement by providing a written request detailing the proposed changes to Creator Fees to the other party. Changes to Creator Fees will only be effective upon the written acceptance of both parties to the proposed changes to Creator Fees.

(c) **Disputed Invoices or Charges.** If Creator believes #paid has paid Creator incorrectly, Creator must contact #paid no later than 30 days after having been paid by #paid or receiving such invoice in which the error or problem first appeared in order to request an adjustment or credit. In the event of a dispute, Creator agrees to discuss the disputed amounts with #paid in good faith in order to resolve the dispute as set out in these Terms of Service.

### (d) Taxes.

(i) Creator Fees set out in these Terms of Service do not include applicable sales, use, gross receipts, value-added, GST or HST, personal property or other taxes. Creator will be responsible for and pay all applicable taxes, duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transactions

contemplated in connection with these Terms of Service, other than taxes based on the net income or profits of #paid.

- (ii) Creator is responsible for determining whether any applicable income tax, goods and services tax or other taxes apply to any payments received by Creator in connection with a Campaign and to collect, report, and remit the correct tax to the appropriate tax authority. If Creator is required to charge or have tax withheld in respect of any Creator Fees associated with a Campaign, Creator is solely responsible for doing so.
- (e) **Suspension.** Any permitted suspension of the Services by #paid pursuant to the terms of these Terms of Service will not excuse Creator from Creator's obligations under these Terms of Service.
- (f) **Currency and Processing Fees.** All amounts on the Platform are listed in U.S. dollars. #paid is not responsible for changes in currency exchange rates or any processing fees charged by #paid's or Creator's payment processors, including PayPal or Creator's bank.
- (g) **Exclusivity.**
  - (i) Creator agrees that, for a period of 12 months after the date Creator enters into a Collaboration Agreement with #paid, Creator will only use the Platform or Services as Creator's sole and exclusive method to communicate and engage with, or request or accept engagements from, Marketer(s) that Creator has worked with directly or indirectly in respect of such Collaboration Agreement, such work to include, without limitation, sponsorships, marketing, promotional, or endorsement work.
  - (ii) Creator agrees that for the duration of a Campaign, as indicated under a Collaboration Agreement (or as determined by #paid), Creator will not post, share, support, publish, promote, create content for, or endorse, in any manner or format whatsoever, including but not limited to Creator's social media channels and digital or offline presence, any product, feature, incentive or promotion similar or related to a Campaign for which they created content, promoted, or endorsed under the Collaboration Agreement.
  - (iii) Creator agrees that Campaign Content will only be amplified or whitelisted exclusively through #paid during and after the term of these Terms of Service. For greater clarity, Creator will permit the amplification or whitelisting of any Campaign Content only through #paid, and not through any other platform or service, during and after the term of these Terms of Service.

## 16. **Communications and Records**

- (a) Creator agrees that Creator 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, through the Platform. This process is required to maintain an electronic record of all required elements of a Campaign.

- (b) Creator also agrees to keep and maintain accurate and complete records related to a Campaign for at least two years following the completion of the Campaign. #paid reserves the right to request these records and other relevant documentation, which Creator agrees to provide to #paid within 10 days of #paid sending the request.
  - (c) Creator is responsible for maintaining copies of any records that Creator is legally required to maintain under applicable laws, including record retention obligations under applicable taxation legislation. #paid does not provide an archiving service. Once Creator's Account is terminated, #paid may delete all of Creator's Member Content. #paid only agrees that it will not intentionally delete Creator's Member Content prior to termination of Creator's Account, provided that Creator's Member Content otherwise complies with these Terms of Service. #paid expressly disclaims all other obligations with respect to the preservation or storage of Creator's Member Content.
17. **Third Party Content.** The #paid website located at [www.hashtagpaid.com](http://www.hashtagpaid.com) contains a directory of Creator profiles. Information in Creator profiles is provided by 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.
18. **Linking**
- (a) The Platform may offer Creator links to other sites on the Internet that are owned and operated by third parties and therefore not affiliated with #paid. 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 #paid's Platform, and #paid encourages Creator to review the terms and privacy policies of those third parties before using their websites.
  - (b) The links which #paid might place on the Platform do not imply that #paid sponsors, endorses or is affiliated or associated with, or has 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.
19. **General**
- (a) **Definitions and Capitalized Terms.** All capitalized terms not defined herein will have the meanings set forth in the Collaboration Agreement.



- (b) **Governing Law.** These Terms of Service are governed by the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein without regard to the principles of conflict of laws.
- (c) **Notice.** Notices to Creator 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, or by posting an updated version of the Terms of Service on the Platform itself.
- (d) **Changes to Terms of Service.** #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 from time to time. Any new features that may be added to the Platform or Services from time to time will be subject to these Terms of Service, unless stated otherwise. Creator is responsible for regularly reviewing these Terms of Service, including, without limitation, by checking the date of “Last Update” at the top of this document. #paid may also, at #paid’s option, choose to notify Creator of such changes by e-mail or other means. If the modified Terms of Service are not acceptable to Creator, Creator’s only recourse is to stop using the Platform and Services. Creator’s continued access to and use of the Platform or Services will constitute the Effective Date to such updated Terms of Service.
- (e) **Force Majeure.** Neither party will 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, pandemic, or strike.
- (f) **Conflict.** In the event of a conflict between the Collaboration Agreement and the terms and conditions in the Terms of Service, the terms and conditions in the Collaboration Agreement will govern.
- (g) **Disputes.**
  - (i) The validity, interpretation, construction, and performance of these Terms of Service will be governed by the laws of the province or territory in which Creator resides, without giving effect to its principles of conflict of laws. EXCEPT WHERE PROHIBITED BY LAW, WHICH MAY INCLUDE THE PROVINCE OF QUÉBEC, any controversy, claim or dispute arising out of, relating to, or in respect of these Terms of Service, including their negotiation, validity, existence, breach, termination, construction or application, or the rights, duties or obligations of any party, or the rights, duties or obligations of any party derived from or associated with these Terms of Service (a “Dispute”), will be handled according to the provisions set out below.
  - (ii) **Initial Dispute Resolution.** #paid is available by email to address any concerns Creator may have regarding Creator’s use of the Platform. Most concerns may be quickly resolved in this manner. If Campaign Content is

not approved within the terms of the Campaign or is deemed to not be consistent with Campaign Content agreed to by Creator, Creator can contact #paid via email at [hello@hashtagpaid.com](mailto:hello@hashtagpaid.com) to submit a dispute. #paid reserves the right, in #paid's sole discretion, to withhold any Creator Fees paid for the Campaign, less any applicable service fees and taxes, to Creator. Creator and #paid will use best efforts to settle any Dispute directly through consultation and good faith negotiations, which will be a precondition to either party initiating a lawsuit or arbitration.

- (iii) If Creator and #paid do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution is pursued pursuant to the "Initial Dispute Resolution" section above then the Dispute will be referred to and determined by a single arbitrator in a final and binding arbitration administered under the rules of ADR Institute of Canada, Inc.'s Arbitration Rules. If Creator and #paid have not agreed upon the arbitrator within 14 days, Creator and #paid will ask the ADR Institute of Canada, Inc. to appoint a single arbitrator. The seat of the arbitration will be the same as the provincial or territorial law governing these Terms of Service. The arbitration will be heard in the capital of the seat, unless Creator and #paid agree otherwise. The costs and expenses of the arbitrator will be shared equally between Creator and #paid. Creator and #paid have no right of appeal from any award of the Arbitrator, whether characterized as final, interim, interlocutory or partial. All Disputes referred to arbitration (including the scope of these Terms of Service to arbitrate, the law relating to the enforcement of these Terms of Service to arbitrate, any relevant limitation periods, the law governing the procedure of the arbitration, the law relating to available remedies, set-off claims and conflict of laws rules) will be governed by the law of the seat, and Creator and #paid hereby irrevocably consent to venue in the capital of the seat, and to the jurisdiction of competent courts in the capital of the seat for all litigation that may be brought, subject to the requirements for arbitration hereunder, with respect to the terms of, and the transactions and relationships contemplated by, these Terms of Service. Notwithstanding this provision, Creator or #paid may take such steps as are permitted or required to enforce an award made by an arbitrator. The existence of the arbitration and any element of the arbitration, including any award, will be confidential. The deemed undertaking rule will apply. No document or other evidence or information prepared for or produced by or on behalf of Creator or #paid will be disclosed to any non-party to the arbitration. Creator agrees that Creator will not contest venue, and Creator waives any rights that Creator may have to initiate, transfer, or change the venue of any litigation arising from or related to these Terms of Service.
- (iv) **Class Action Waiver.** EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, WHICH MAY INCLUDE THE PROVINCE OF QUEBEC, Creator and #paid further agree that any lawsuit or arbitration will be conducted in their individual capacities only and not as a class action or other representative action, and Creator and #paid expressly waive the

right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above will be deemed null and void in its entirety and Creator and #paid will be deemed to have not agreed to arbitrate disputes.

- (v) **Exception — Small Claims Court Claims.** Notwithstanding Creator and #paid's decision to resolve all disputes through arbitration, Creator or #paid may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.
- (h) **Language.** It is the express wish of Creator and #paid that these Terms of Service be drafted in English. Les Creator et #paid aux présentes ont expressément demandé que ces modalités d'utilisation du Site Web soient rédigés en anglais.
- (i) **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.  
312 Adelaide Street West, Suite 200  
Toronto Ontario, Canada, M5V 1R2

  - (i) 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).
  - (ii) 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.
- (j) **Subcontracting.** #paid may engage third parties to provide the Platform and Services.
- (k) **Relationship with #paid.** No agency, fiduciary, partnership, joint venture, employee/employer, franchisor-franchisee is intended or created by Creator's use of #paid's Platform or Services.
- (l) **Entire Agreement.** These Terms of Service and an executed Collaboration Agreement will represent the entire agreement between Creator and #paid and cannot be overridden by terms contained in any later received document, unless the additional terms are accepted in writing by both Creator and #paid.

If Creator has any questions or comments regarding these Terms of Service please contact #paid at [hello@hashtagpaid.com](mailto:hello@hashtagpaid.com).