

**READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY**

**TERMS OF SERVICE - FOR MARKETERS**

**Last Updated: June 5, 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”), MARKETER ACKNOWLEDGES THAT MARKETER 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 21(d). IF MARKETER DOES NOT ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, MARKETER WILL IMMEDIATELY CEASE ANY FURTHER USE OF THE #PAID PLATFORM AND SERVICES. MARKETER REPRESENTS AND WARRANTS TO #PAID THAT MARKETER HAS THE CAPACITY TO ENTER INTO THESE LEGALLY BINDING TERMS OF SERVICE. IF MARKETER IS USING THE #PAID PLATFORM OR SERVICES ON BEHALF OF ANOTHER PERSON, MARKETER HEREBY REPRESENTS AND WARRANTS TO #PAID THAT MARKETER HAS THE AUTHORITY TO BIND SUCH PERSON TO THESE TERMS OF SERVICE.

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

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

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

**2. Provision of Self-Serve Campaigns**

- (a) Marketer may use the Platform to create and manage a Campaign (“Self-Serve Campaigns”) by activating a recurring subscription plan (“Subscription”) for the Services and the enhanced Campaign management features of the Platform. To activate a Subscription, Marketer may choose one of several tiers of subscription plan (“Subscription Tiers”) and consent to the associated subscription fees (“Subscription Fees”), as may be amended any time and from time to time on #paid’s subscription pricing page located at <https://go.hashtagpaid.com/pricing/>.
- (b) To initiate a Self-Serve Campaign, Marketer may submit a campaign brief to #paid via the campaign launch tool on the Platform which outlines the requirements for the Campaign, such as budget, design and creative, target audience and duration (“Campaign Brief”). The Campaign Brief may also contain details of how a Campaign will be created and executed, including terms under which Marketer pays fees, including Creator fees (“Creator Fees”). During the Self-Serve

Campaign creation process, #paid may provide Marketer with a quote outlining the Creator Fees and other costs associated with a Self-Serve Campaign. Marketer must consent to the terms of the Campaign Brief and any related quotes before proceeding with the initiation of a Self-Serve Campaign.

- (c) In addition to consenting to the terms of a Campaign Brief and any related quotes, as applicable, Marketers that are enterprise clients may be required to enter into one or more agreements with #paid that set out the details of how a Campaign will be created and executed (“**Program Agreement**”) prior to the initiation of a Self-Serve Campaign.
- (d) A Subscription may be required as a condition for the provision of Self-Serve Campaigns.
- (e) All Self-Serve Campaigns are governed by a Campaign Brief or Program Agreement, as applicable, and any other documents referenced therein.

### 3. **Provision of Managed Campaigns**

- (a) Marketers that are enterprise clients may engage #paid to provide bespoke management services to assist with the design and curation of a Campaign and to manage the Campaign on Marketer’s behalf (“**Managed Campaigns**”).
- (b) Managed Campaigns are not available for all Marketers. If Marketer is interested in initiating a Managed Campaign, Marketer must contact #paid directly via the contact email address available on #paid’s website located at [www.hashtagpaid.com](http://www.hashtagpaid.com).
- (c) Managed Campaigns may entitle Marketer to the following:
  - (i) access to the Platform and Services as available to subscribers of Self-Serve Campaigns referenced in Section 2(a); and
  - (ii) end-to-end Campaign curation and management services based on Marketer’s unique requirements and objectives.
- (d) The process for Managed Campaigns may vary and may be mutually agreed upon with each Marketer. For example, #paid may work with Marketer to prepare one or more statements of work describing the details of a Campaign based on Marketer’s requirements, which may include details such as those referenced in Section 2(b), including budget, design and creative, target audience and duration.
- (e) To initiate a Managed Campaign, Marketer may enter into a Program Agreement which may incorporate the details referenced in Section 3(d) and include the terms under which Marketer pays fees such as Creator Fees and any applicable Subscription Fees.
- (f) A Subscription may be required as a condition for the provision of Managed Campaigns.

#### 4. **Terms of the Campaign Content Creation Process**

##### (a) **Work Products.**

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

##### (b) **Campaign Launches; Communications; Changes.**

- (i) #paid will help to facilitate the launch of each Campaign, including, if applicable, assisting with 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 Marketer and the Creator(s) related to a Campaign may occur through a designated #paid employee (“**Success Manager**”) depending on the service level purchased by Marketer and in accordance with any Campaign Brief or Program Agreement, as applicable.
- (iii) Except as permitted under Sections 16(d), 17(b), and 21(d), changes to a Campaign Brief or Program Agreement will not be effective, and neither party will incur any obligations with respect thereto, until an amendment to the Campaign Brief or Program Agreement is consented to by both Marketer and #paid authorizing the change. In the event of a conflict between these Terms of Service and the terms and conditions contained in the Campaign Brief or Program Agreement, the terms and conditions in such Campaign Brief or Program Agreement will govern.

##### (c) **Additional Terms.**

- (i) 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.
- (ii) #paid reserves the right to decline a Campaign where #paid, acting in good faith, believes that the Campaign will adversely affect the name, goodwill or reputation of #paid.

#### 5. **The Platform**

- (a) **Access to the Platform.** Subject to Marketer’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 7), #paid will make the Platform available to Marketer on the terms and conditions set out in these Terms of Service.

- (b) **Suspension of Access; Modifications.** #paid may, from time to time and at #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 Marketer's access to or use of the Platform pursuant to Section 6 below; or
  - (ii) make any modifications to the Platform.
- (c) **Technical Support.** #paid will provide Marketer 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.

## 6. Accounts

- (a) **Eligibility.** If Marketer is an individual, Marketer must be over the age of majority in Marketer's jurisdiction of residence who can form legally binding contracts to register for an account on the Platform ("**Account**") and to be accepted by #paid as a member ("**Member**") of the Platform. Marketer is solely responsible for ensuring that the use of the Platform and Services in accordance with these Terms of Service in Marketer'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 Marketer is a corporation, partnership, association or other business entity, Marketer agrees that Marketer has the authority to bind the corporation, partnership, association or other business entity to these Terms of Service.
- (b) **Account Information.** Marketer agrees to provide current, complete and accurate information and to promptly update all account information to keep Marketer's Account current, complete and accurate. Marketer may change or update Marketer's Account information at any time.
- (c) **Agency Accounts.** Marketer has the option to create an agency account ("**Agency Account**") and add other Members to Marketer's Account ("**Agency Account Members**") authorized by Marketer to act on Marketer's behalf. The Agency

Account may grant Agency Account Members certain administrative privileges. Marketer is responsible for ensuring that all use of the Platform and Services by Agency Account Members complies with these Terms of Service, and Marketer is 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's Services. Any disputes regarding these payments are between the Agency Account and its Agency Account Members.

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

## 7. Member Conduct and Member Content

- (a) **Member Conduct.** Marketer must use Marketer's Account in a responsible manner and respect Members' privacy. Marketer will not access or use the Platform or 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 Marketer 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) make any false representation, including creation of a false identity, impersonation of any person or entity or misrepresentation of Marketer's affiliation with any person or entity; or
  - (xiii) 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 Marketer to interact in and publish information on the Platform ("**Member Content**"). Member Content includes any and all Work Product or Campaign Content.
- (i) Marketer agrees and understands that any Member Content that Marketer provides or accepts may be viewed by the general public and will not be treated as private, proprietary or confidential.
  - (ii) Marketer is solely responsible for the Member Content that Marketer makes available through the Platform and Marketer will ensure that (A) Marketer 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 Creators maintain editorial control over Campaign Content, Marketer agrees to adhere to the following professional standards, in addition to the requirements set out under the “Member Conduct” section above, when approving 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; and
  - (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.
- (iv) #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.
- (v) #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 Marketer’s Account for any reason.

8. **Compliance with Applicable Laws, including Marketing Laws**

- (a) Marketer 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.
- (b) The foregoing is provided for informational purposes only and does not constitute legal advice. It is Marketer’s sole and exclusive obligation to consult Marketer’s own professional legal advisors and ensure the compliance of all posts in the applicable jurisdiction(s). The foregoing disclosure obligation is a mandatory and material term of all Campaign Briefs and Program Agreements.

9. **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) Marketer may download, print and reproduce the Content for Marketer’s purposes related to receipt of the Services during the term of these 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). Marketer agrees that any use of the Content by Marketer authorized by #paid and the goodwill associated with such use will inure to #paid’s benefit. Marketer 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 Marketer’s use of the Content.

- (b) **License to Materials Used to Create Campaign Content.** Marketer hereby grants a non-exclusive, fully-paid up, royalty-free, perpetual, sublicensable



worldwide license and irrevocable right for #paid to create, and to collaborate and permit Creator to create, Campaign Content using any intellectual property described in a Campaign Brief or Program Agreement entered into by Marketer.

- (c) **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 Campaign Brief or Program Agreement.
- (d) **Limited Rights Granted to Marketer.** Notwithstanding the foregoing and subject to having received from Marketer all payments required hereunder (including under any Campaign Brief or Program Agreement), #paid will grant a non-exclusive, royalty-free, 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 Campaign Brief or Program 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. 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. 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 are detailed in the respective Campaign Brief or Program Agreement and purchased from the Creator(s) through #paid. Where a Campaign includes Creator content without the Creator(s) posting content to their social feeds (“**Branded Content**”), Marketer will have the Branded Content and Digital Rights for a period of three months following the approval date indicated in the work back schedule in the respective Campaign Brief or Program Agreement. Marketer may request and purchase additional Digital Rights from the Creator(s) through #paid as indicated in the respective Campaign Brief or Program Agreement. 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 the Creator(s) through #paid (collectively, the “**Extended Rights**”).
- (e) **Rights Granted to #paid.** Marketer hereby grants #paid a non-exclusive, royalty-free, perpetual, and irrevocable right to use, reproduce, and communicate the name and trademark of Marketer’s company or organization (“**Marks**”) 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. #paid agrees that it will not acquire any interest in the Marks and the goodwill associated with #paid’s use of the Marks will inure to Marketer’s benefit.
- (f) **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 Marketer believes that any of Marketer'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) Marketer'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 Marketer 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) Marketer's name, address and telephone number, and a statement of Marketer's consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, and that Marketer 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).

## 10. Privacy

- (a) Marketer 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>.

## 11. Confidentiality

- (a) Marketer and #paid will maintain the confidentiality of all confidential information disclosed by each party to the other, including details in connection with or as a result of entering into these Terms of Service or any Campaign Brief or Program Agreement, as applicable, including, without limitation, information concerning the other party's past, present or future customers, suppliers, technology or business, marketing and consumer research, market potential information, consumer data, clinical data, formulas, product applications, potential consumer use information, operating plans, financial data, business and/or marketing plans, forecasts, designs, prototypes, concepts, trade secrets, software, know-how, formulae, and product specifications, as well as all data compilations, analyses, conversations, discussions, descriptions and expressions of opinions (“**Confidential Information**”). Confidential Information will not, however, include any information which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure to the other party, (ii) becomes publicly known and made generally available to the public through no action or inaction of the other party, (iii) is obtained by the other party from a third party without a breach of such third party's obligations of confidentiality, or (iv) is independently developed by the other party without use of or reference to the Confidential Information, as shown by competent evidence in the other party's possession.
- (b) Marketer and #paid agree that during and at all times thereafter they will not, except to exercise their rights or perform their obligations under these Terms of Service: (i) disclose Confidential Information of the other party to any person, except to their own personnel or affiliates that have a “need to know” and that have entered into written agreements no less protective of such Confidential Information than these Terms of Service, and to such other recipients as the other party may approve in writing, (ii) use Confidential Information of the other party, or (iii) alter or remove from any Confidential Information of the other party any proprietary legend. Marketer and #paid will take industry standard precautions to safeguard Confidential Information, which will in any event be at least as stringent as the precautions that each party takes to protect its own Confidential Information of a similar type.
- (c) Notwithstanding Section 11(b), Marketer or #paid may disclose the other party's Confidential Information: (i) to the extent that such disclosure is required by applicable law or by the order of a court or similar judicial or administrative body, provided that, except to the extent prohibited by law, the party required to disclose promptly notifies the other party in writing of such required disclosure and cooperates with the other party to seek an appropriate protective order, (ii) to Marketer or #paid's legal counsel and other professional advisors if and to the extent such persons need to know such Confidential Information in order to provide applicable professional advisory services in connection with Marketer or #paid's business, or (iii) to potential assignees, acquirers or successors of Marketer or #paid if and to the extent such persons need to know such Confidential Information in

connection with a potential sale, merger, amalgamation or other corporate transaction involving the business or assets of Marketer or #paid.

## 12. **Warranties**

Marketer represents and warrants that:

- (a) Marketer has the authority and right to enter into these Terms of Service and any Campaign Brief or Program Agreement and has obtained all rights and waivers necessary to grant the rights, titles and interests granted thereunder; and
- (b) Marketer 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.

## 13. **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 MARKETER, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO MARKETER AND MARKETER MAY HAVE ADDITIONAL RIGHTS.

- (a) MARKETER'S USE OF THE PLATFORM AND THE SERVICES IS ENTIRELY AT MARKETER'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 ANY CAMPAIGN DESCRIPTIONS CONTAINED IN THE PLATFORM, A CAMPAIGN BRIEF OR PROGRAM AGREEMENT, OR THE ABILITY OF CREATOR TO COMPLETE THE CAMPAIGN TO THE SATISFACTION OF MARKETER.
- (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 MARKETER'S REQUIREMENTS. MARKETER ASSUMES ALL RISKS ASSOCIATED WITH USING OR RELYING ON THE PLATFORM AND SERVICES, INCLUDING ANY LISTINGS BY MEMBERS.

**14. 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 MARKETER, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO MARKETER, AND MARKETER 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 MARKETER'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 BY MARKETER, 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.

## 15. Indemnities

- (a) **#paid Indemnity.** #paid agrees to indemnify and hold harmless Marketer, its affiliates, officers, employees, and agents (each, a “**Marketer Indemnitee**”) 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 any claim, action, demand, inquiry, audit, proceeding, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise (collectively, an “**Action**”) by a third party (other than an affiliate of a Marketer Indemnitee) that arise from or relate to any allegation that #paid’s Platform or Services infringe any third-party intellectual property right in Canada. The foregoing obligation does not apply to any Action or losses arising out of or relating to any: (i) incorporation of #paid’s Platform or Services into, or any combination, operation, or use of #paid’s Platform or Services with, any products or services not provided or authorized by #paid, unless such infringement would also have resulted solely from the use of #paid’s Platform or Services without their incorporation in, or combination, operation or use, with such other products or services, (ii) modification of #paid’s Platform or Services other than by #paid or with #paid’s express written approval, or (iii) unauthorized use of #paid’s Platform or Services.
- (b) **Marketer Indemnity.**
- (i) Marketer agrees to indemnify and hold harmless #paid, its affiliates, officers, employees, and agents 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: (i) Marketer’s use of the Platform and Services, including any obligations to pay in association with a Subscription, Campaign Brief, or Program Agreement or other agreement, (ii) any representation or misrepresentation by Marketer in any content that Marketer (or anyone acting in Marketer’s Account or Agency Account which Marketer owns) submits, posts, transmits or makes available on the Platform or through the Services, including with respect to information in Marketer’s Member profile or Campaign, (iii) Marketer’s completion or failure to complete a Campaign with another Member, (iv) any liability arising from the tax treatment of payments or any portion of such payments, (v) Marketer’s dispute of or failure to pay any amounts owing in association with a Subscription, Campaign Brief, or Program Agreement or other agreement, (vi) Marketer’s liability arising from violation of any law, including intellectual property laws, and (vii) any violation by Marketer of these Terms of Service.
- (ii) Marketer agrees that, at #paid’s option, Marketer will conduct the defense of any such claim or action; provided that, notwithstanding #paid’s election that Marketer conduct the defense, (i) #paid may nevertheless participate in such defense or settlement negotiations and pay its own costs associated therewith, and (ii) Marketer 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) **Equitable or Implied Indemnification.** 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.

## 16. Account and Subscription Terms

- (a) **Account Term.** The term of these Terms of Service will commence upon the Effective Date and will continue until Marketer's Account is closed either by Marketer or by #paid at #paid's sole discretion.
- (b) **Subscription Term.** The Platform and Services related to initiating and running a Campaign may be offered on a subscription basis. The term of the Subscription ("**Subscription Term**") may commence as follows:
  - (i) **Subscription Terms for Self-Serve Campaigns.** The Subscription Term for a Self-Serve Campaign will commence on the date Marketer activates a Subscription through the Platform or enters into a Program Agreement requiring the Subscription as a condition for the provision of the Services, as applicable, and will remain in effect for an initial term of either month-to-month ("**Month-to-Month**"), three months ("**Monthly**"), 12 months ("**Annual**"), or as described under Marketer's Account or applicable Program Agreement.
  - (ii) **Subscription Terms for Managed Campaigns.** The Subscription Term for a Managed Campaign will commence on the date #paid and Marketer enter into the Program Agreement requiring the Subscription as a condition for the provision of the Services, as applicable, and will remain in effect for an initial Monthly or Annual term, unless otherwise stated in the applicable Program Agreement.
- (c) **Subscription Renewal and Conversion.**
  - (i) At any time prior to the end of the Subscription Term, Marketer may choose to convert the Subscription to an annual 12 month term, with annual discount pricing offered by #paid at its sole discretion, effective the following month.
  - (ii) At the end of the Subscription Term, Marketer may choose to have the Subscription:
    - (A) automatically renew on a month-to-month basis at the same Subscription Fee described under Marketer's Account or Program Agreement requiring the Subscription as a condition for the provision of the Services, as applicable; or

- (B) convert into an annual Subscription with then-available annual discount pricing offered by #paid.
- (d) **Changes to Subscription Tiers.** Marketer or #paid may change Marketer's current Subscription Tier, as may be offered through #paid's pricing page located at <https://go.hashtagpaid.com/pricing/>, as follows:
  - (i) **Changes to Subscription for Self-Serve Campaigns.**
    - (A) **Upgrades to Subscription Tier for Self-Serve Campaigns.** Marketer may change Marketer's current Subscription Tier to a higher tier at any time upon written notice to #paid.
    - (B) **Downgrades to Subscription Tier for Self-Serve Campaigns.** Marketer may change Marketer's current Subscription Tier to a lower tier upon 14 days' written notice to #paid, provided that: (1) Marketer has contacted the designated Success Manager, as applicable, prior to issuing such written notice; and (2) there are no active Campaigns under Marketer's Account or under any applicable Campaign Brief or Program Agreement.
  - (ii) **Changes to Subscription for Managed Campaigns.**
    - (A) **Upgrades to Subscription Tier for Managed Campaigns.** Marketer may change Marketer's current Subscription Tier to a higher tier at any time upon written notice to #paid.
    - (B) **Downgrades to Subscription Tier for Managed Campaigns.** Marketer may not change Marketer's current Subscription Tier to a lower tier for the duration of the Subscription Term, unless otherwise stated in the applicable Program Agreement.
  - (iii) #paid reserves the right to change Marketer's Subscription Tier or any of its offerings of Subscription Tiers at any time and from time to time, at #paid's sole discretion.
- (e) **Termination.**
  - (i) **Account Closure.**
    - (A) To close Marketer's Account, Marketer 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 under Marketer's Account have been satisfactorily completed, (ii) any disputes in which Marketer has been involved have been satisfactorily settled, (iii) any payments owing by Marketer have been paid, (iv) there are no outstanding funds associated with the Account, and (v) Marketer has completed all other obligations



associated with Marketer's use of the Services. Following Marketer's Account closure, Marketer will still be bound by all provisions of these Terms of Service.

- (B) Any termination of Marketer's Account will automatically lead to termination of all Agency Accounts owned by Marketer. Upon termination of an Agency Account, all associated Accounts will be deleted.
- (C) Once Marketer's Account is terminated, Marketer will no longer have access to any information within Marketer's Account.

(ii) **Termination of Subscription.**

(A) **Termination of Subscription for Self-Serve Campaigns.**

- (1) Either Marketer or #paid may terminate a Subscription for Self-Serve Campaigns as follows:
  - A. for Month-to-Month Subscriptions, at any time, effective 14 days after written notice from one party to the other or as described under Marketer's Account or applicable Program Agreement; and
  - B. for Monthly and Annual Subscriptions, at the end of the Subscription Term, effective 14 days after written notice from one party to the other or as described under Marketer's Account or applicable Program Agreement. (**"Self-Serve Subscription Termination Date"**).
- (2) Any termination of a Subscription will automatically lead to termination of any Campaigns active under Marketer's Account or any applicable Campaign Brief, effective the Self-Serve Subscription Termination Date. In the event of any such termination, Marketer will pay #paid all amounts due to #paid up through the Self-Serve Subscription Termination Date, including without limitation any applicable Subscription Fees, Creator Fees, actual approved costs, expenses and any fees incurred by #paid on Marketer's behalf prior to the Self-Serve Subscription Termination Date.

(B) **Termination of Subscription for Managed Campaigns.**

- (1) Either Marketer or #paid may terminate a Subscription for Managed Campaigns after a period of 90 days following the commencement of the Subscription Term effective 30 days

after written notice from one party to the other (“**Managed Subscription Termination Date**”).

- (2) Any termination of a Subscription will automatically lead to termination of any Program Agreement requiring a Subscription as a condition for the provision of the Services, as well as any associated Campaigns, effective the Managed Subscription Termination Date. In the event of any such termination, Marketer will pay #paid all amounts due to #paid up through the Managed Subscription Termination Date, including without limitation any Subscription Fees, Creator Fees, actual approved costs, expenses, and any fees incurred by #paid on Marketer’s behalf prior to the Managed Subscription Termination Date.

(iii) **Termination of Program Agreement.**

- (A) **Program Agreement Not Requiring a Subscription as a Condition for the Provision of the Services.** Either Marketer or #paid may issue a written notice to terminate a Program Agreement not requiring a Subscription as a condition for the provision of the Services at any time.
- (B) **Program Agreement Requiring a Subscription as a Condition for the Provision of the Services.** Either Marketer or #paid may issue a written notice to terminate a Program Agreement requiring a Subscription as a condition for the provision of the Services 90 days following the date on which Marketer and #paid enter into the Program Agreement, unless otherwise stated in the applicable Program Agreement.
- (C) The termination of a Program Agreement will be effective 30 days after written notice from one party to the other (“**Program Agreement Termination Date**”).
- (D) Any termination of a Program Agreement will automatically lead to termination of any Campaigns governed by the Program Agreement, effective the Program Agreement Termination Date. In the event of any such termination, Marketer will pay #paid all amounts due to #paid up through the Program Agreement Termination Date, including without limitation any applicable Subscription Fees, Creator Fees, actual approved costs, expenses and any fees incurred by #paid on Marketer’s behalf prior to the Program Agreement Termination Date.

(iv) **Termination of Campaigns.**

- (A) **Termination of Self-Serve Campaigns.** Either Marketer or #paid may terminate a Self-Serve Campaign, effective 14 days after

written notice from one party to the other (“**Self-Serve Campaign Termination Date**”). If Marketer or #paid provides such notice in the first 14 day period following the date on which Marketer submits a Campaign Brief to initiate a Self-Serve Campaign: (i) Marketer will pay #paid all amounts due to #paid in respect of the terminated Self-Serve Campaign up through the Self-Serve Termination Date, including without limitation the actual approved costs, expenses, Creator Fees, and fees incurred by #paid on Marketer’s behalf prior to the effective date of termination, and (ii) #paid will provide to Marketer a pro-rated refund for Creator Fees paid by Marketer for Campaign Content related to the terminated Self-Serve Campaign and not completed by Creator(s) as of the Self-Serve Termination Date. If Marketer terminates a Campaign after the 14 day period, Marketer will not receive a refund for Creator Fees regardless of whether Campaign Content is still owing to Marketer. In the event that Marketer or #paid terminates a Self-Serve Campaign, Marketer will continue to pay Subscription Fees in respect of all Campaigns issued under Marketer’s Account or any applicable Campaign Briefs that have not been terminated.

(B) **Termination of Managed Campaigns.** Either Marketer or #paid may terminate a Managed Campaign commenced under a Program Agreement, effective 30 days after written notice from one party to the other (“**Managed Campaign Termination Date**”). In the event of any such termination, Marketer will pay #paid all amounts due to #paid up through the Managed Campaign Termination Date, including without limitation the actual approved costs, expenses, Creator Fees, Subscription Fees, and fees incurred by #paid on Marketer’s behalf prior to the Managed Campaign Termination Date.

## 17. Fees and Payment

### (a) Fees.

- (i) In consideration of the Services and access to the Platform to be provided by #paid, as may be described under Marketer’s Account or any applicable Campaign Brief or Program Agreement, Marketer agrees to pay to #paid the Subscription Fees, the Creator Fees and any other fees as may be provided under Marketer’s Account or any applicable Campaign Brief or Program Agreement, in accordance with the payment terms described in these Terms of Service, unless otherwise stated in an applicable Campaign Brief or Program Agreement.
- (ii) The Subscription Fees will be charged in accordance with the time period described under Marketer’s Account or any applicable Campaign Brief or Program Agreement. For example, for Subscriptions on a Monthly Subscription Term, the Subscription Fees for one month will be charged monthly to the credit card listed under Marketer’s Account (unless

otherwise indicated in the applicable Campaign Brief or Program Agreement) from the date on which the Subscription will begin to be billed as indicated under Marketer's Account or any applicable Campaign Brief or Program Agreement. For Subscriptions on an Annual Subscription Term, the Subscription Fees for the 12 months will be charged upfront in full to the credit card listed under Marketer's Account (unless otherwise indicated in the applicable Campaign Brief or Program Agreement) from the date on which the Subscription will begin to be billed as indicated under Marketer's Account or the applicable Campaign Brief or Program Agreement.

- (iii) Creator Fees will be charged directly to the credit card listed under Marketer's Account (unless otherwise indicated in the applicable Campaign Brief or Program Agreement) after Marketer consents to a Campaign Brief or enters into a Program Agreement to initiate a Campaign, for a budget determined by Marketer.
  - (iv) The first payment is due upon activating a Subscription, consenting to a Campaign Brief or entering into a Program Agreement, as applicable. For greater clarity, the designated Success Manager may schedule a call (“**Kick-off Call**”) within three business days of receipt of payment and no Kick-off Call will occur prior to the full amount of all outstanding fees and charges being received by #paid. The first invoice is a non-refundable deposit.
  - (v) By activating a Subscription, consenting to a Campaign Brief or entering into a Program Agreement, Marketer agrees to the Hashtag Paid Inc. Terms of Service located at [www.hashtagpaid.com/terms](http://www.hashtagpaid.com/terms) and the #paid terms stated in these Terms of Service. #paid's Terms of Service are hereby incorporated into and forms part of this and all subsequent Campaign Briefs, Program Agreements or other agreements entered into between Marketer and #paid.
- (b) **Changes to the Fees.** #paid reserves the right to change Subscription Fees or other applicable fees as may be described under Marketer's Account or any applicable Campaign Brief or Program Agreement and institute new charges upon reasonable notice to Marketer.
  - (c) **Disputed Invoices or Charges.** If Marketer believes #paid has charged or invoiced Marketer incorrectly, Marketer must contact #paid no later than 30 days after having been charged 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, Marketer will pay any undisputed amounts in accordance with the payment terms herein, and Marketer 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) **Late Payment.** Marketer may not withhold or setoff any amounts due under these Terms of Service. #paid reserves the right to suspend Marketer's access to the Platform and any delivery of the Services until all due and undisputed amounts are paid in full. Any late payment will be increased by the costs of collection (if any) and will incur interest at the rate of two percent (2%) compounded monthly

(26.82% annually), or the maximum legal rate (if less), plus all expenses of collection, until fully paid.

(e) **Taxes.**

(i) The Subscription 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. Marketer 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) Marketer is responsible for determining whether any applicable income tax, goods and services tax or other taxes apply to any payments made by Marketer in connection with a Campaign and to collect, report, and remit the correct tax to the appropriate tax authority. If Marketer is required to charge or have tax withheld in respect of any fees associated with a Campaign, Marketer is solely responsible for doing so.

(f) **Suspension.** Any permitted suspension of the Platform or Services by #paid pursuant to the terms of these Terms of Service will not excuse Marketer from Marketer's obligation to make payments under these Terms of Service.

(g) **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 Marketer's payment processors.

(h) **Fee Avoidance.** Marketer agrees that Marketer will not take any action to circumvent any payment for the Platform or the Service to #paid or otherwise avoid Subscription Fees, Creator Fees and any other applicable fees.

(i) **Exclusivity Period.** Marketer agrees that, for a period of 12 months after the date Marketer consents to a Campaign Brief or enters into a Program Agreement with #paid, as applicable, Marketer will only use the Platform or Services as Marketer's sole and exclusive method to communicate and engage with, or solicit engagements from, Creator(s) that Marketer has worked with directly or indirectly in respect of such Campaign Brief, such work to include, without limitation, sponsorships, marketing, promotional, or endorsement work.

18. **Communications and Records**

(a) Marketer agrees that Marketer 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) Marketer 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 Marketer agrees to provide to #paid within 10 days of #paid sending the request.
  - (c) Marketer is responsible for maintaining copies of any records that Marketer is legally required to maintain under applicable laws, including record retention obligations under applicable taxation legislation. #paid does not provide an archiving service. Once Marketer's Account is terminated, #paid may delete all of Marketer's Member Content. #paid only agrees that it will not intentionally delete Marketer's Member Content prior to termination of Marketer's Account, provided that Marketer's Member Content otherwise complies with these Terms of Service. #paid expressly disclaims all other obligations with respect to the preservation or storage of Marketer's Member Content.
19. **Third Party Content.** The #paid website located at [www.hashtagpaid.com](http://www.hashtagpaid.com) 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.
20. **Linking**
- (a) The Platform may offer Marketer 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 Marketer 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.

## 21. General

- (a) **Definitions and Capitalized Terms.** All capitalized terms not defined herein will have the meanings set forth in the Campaign Brief or Program Agreement, as applicable.
- (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 Marketer 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 these 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. Marketer 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 Marketer of such changes by e-mail or other means. If the modified Terms of Service are not acceptable to Marketer, Marketer’s only recourse is to stop using the Platform and Services. Marketer’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, or strike.
- (f) **Conflict.** In the event of a conflict between a Campaign Brief or Program Agreement, as applicable, and the terms and conditions in these Terms of Service, the terms and conditions in the applicable Campaign Brief or Program Agreement will govern.
- (g) **Disputes.**
  - (i) 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 Marketer may have regarding Marketer’s use of the Platform. Most concerns may be quickly resolved in this manner. 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 Marketer, Marketer 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 return any fees paid for the Campaign, less any applicable service fees and taxes, to Marketer. Marketer 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 Marketer 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 Marketer and #paid have not agreed upon the arbitrator within 14 days, Marketer 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 Marketer and #paid agree otherwise. The costs and expenses of the arbitrator will be shared equally between Marketer and #paid. Marketer 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 Marketer 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, Marketer 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 Marketer or #paid will be disclosed to any non-party to the arbitration. Marketer agrees that Marketer will not contest venue, and Marketer waives any rights that Marketer 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, Marketer 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 Marketer 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 Marketer and #paid will be deemed to have not agreed to arbitrate disputes.
- (v) **Exception — Small Claims Court Claims.** Notwithstanding Marketer and #paid's decision to resolve all disputes through arbitration, Marketer 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 Marketer and #paid that these Terms of Service be drafted in English. Les Marketer 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 Marketer's use of #paid's Platform or Services.
- (l) **Entire Agreement.** These Terms of Service and an executed Program Agreement, as applicable, will represent the entire agreement between Marketer and #paid and cannot be overridden by terms contained in any later received document, unless the additional terms are accepted in writing by both Marketer and #paid.

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