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## Definitions

In these Terms following terms have the following meanings:

**“Chargeback”** a bona fide demand by a credit-card provider for SNIPFEED to make good the loss the credit card provider has incurred because the User has without justification disputed a purchase for which the User paid for using the User’s credit card;

**“Creator”** a User who uploads Content on the Website to be viewed by other Users;

**“Commission”** the amount calculated as a percentage of the Revenue paid by Fans to view a Creator’s User Content or to use the Fan Interaction;

**“Incentive Payment”** the payments that are made by SNIPFEED to Users who introduce new Users to Snipfeed, which shall be equal to 5% of all the Commission earned by the referred User.

**“Snipfeed”** C Corp, located at 10000 Washington Boulevard Culver City ca 90232.

**“Fan”** a User who follows another Creator and views the Creator’s User Content;

**“Fan Interaction”** any functionality offered by a Creator as part of that Creator’s User Content

which is hosted by Snipfeed which allows a Fan to interact with (as opposed to just view) the User Content and or the Creator.

**“Snipfeed”** the social network of Users operating on the Website which enables Users to provide and view User Content and where appropriate, utilise Fan Interaction;

**“Payment Provider”** any third party approved by SNIPFEED which enables a User to make payments or a Creator to receive;

**“Payout Options”** the instruction given by each Creator to a Payment Provider as to how Commission will be transferred by the Payment Provider to the Creator;

**“Refund”** the return of monies to a Fan after a bona fide dispute, often issued prior to a chargeback;

**“Revenue”** the monies paid by a Fan to SNIPFEED to view User Content or to use Fan Interaction;

**“User”** any user of the Website, whether a Creator or a Fan;

**“User Account”** the section on the Website which can only be accessed by SNIPFEED or the User which inter alia details the Payment Provider and Payout Options;

**“User Content”** any and all photos, videos and other material uploaded onto the Website by a Creator;

**“Website”** the website at [www.Snipfeed.com](http://www.Snipfeed.com).

## **1. About**

**1.1** The Website is a social media website and application service which allows Users to create a profile, upload photos and videos onto their profile, set a monthly subscription price payable by other Users who wish to view their User Content and thereby generate revenue from Fans. Snipfeed is operated by SNIPFEED.

**1.2** These Terms govern your use of the Website, including any content, functionality, and services offered on or through the Website whether part of Snipfeed. By registering with and using Snipfeed, you hereby accept and agree to be bound by and abide by these Terms. If you do not want to agree to these Terms of Service, you must not access or use the Website.

**1.3** Any information given on the Website including responses to “frequently answered questions” is not legally binding on SNIPFEED is informative only and does not form part of the Terms.

**1.4** The Website is only offered and available to Users who are 18 years of age or older. By using the Website, you represent and warrant that you are 18 years of age, that you are of legal age to form a binding contract with SNIPFEED. If you do not meet all of these conditions, you must not access or use the Website. The Privacy Policy outlines in greater detail how SNIPFEED uses third parties to verify your eligibility.

**1.5** SNIPFEED reserves the right to make changes to these Terms at any time and at SNIPFEED's sole discretion. All changes are effective immediately from the time SNIPFEED posts them, and apply to all access to and use of the Website thereafter. By continuing to use Snipfeed, you agree to the Terms as modified or as they currently appear. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

**1.6** By using Snipfeed you consent to receiving communications from SNIPFEED electronically, including emails and messages posted to your Snipfeed account, all as more fully detailed in the Privacy Policy (available here) (<http://www.Snipfeed.com/privacy>). You acknowledge and agree that all communications that SNIPFEED sends to you electronically satisfy any legal requirement that such communications be in writing. If you wish at any time to withdraw your consent to receiving communications from SNIPFEED, please email [support@Snipfeed.com](mailto:support@Snipfeed.com), notifying SNIPFEED of the withdrawal of your consent.

**1.7** SNIPFEED does not own User Content on Snipfeed and views expressed by Users on Snipfeed do not represent SNIPFEED's views. All transactions and interactions regarding User Content on Snipfeed are between Users. Except when SNIPFEED acts as the agent of a Creator to receive payment for the Creator from a Fan (as further described in clause 1.8), at no point will SNIPFEED be a party to or be responsible for any transaction or interaction between Users.

**1.8** Where SNIPFEED receives payment from a Fan to view User Content uploaded by a Creator, SNIPFEED receives such payment on behalf of the Creator and not the Fan. On receipt of payment by SNIPFEED the Creator shall have no right of action against the Fan for non-payment and the Creator shall be obliged to allow the Fan to view the User Content or to use Fan Interaction. Section 4 further describes the payment process.

**1.9** SNIPFEED reserves the right at any time and without notice to:

**1.9.1** modify, suspend or terminate Snipfeed or any portion thereof;

**1.9.2** restrict, limit, suspend or terminate your access to Snipfeed or any portion thereof;

**1.9.3** delete any content you post on Snipfeed as a Creator if in SNIPFEED's reasonable opinion it does not comply with these Terms and/or any applicable law;

**1.9.4** monitor your use of Snipfeed (including any content or message you post or broadcast on Snipfeed) to verify compliance with these Terms and/or any applicable law;

**1.9.5** investigate any suspected or alleged misuse or unlawful use of Snipfeed and cooperate with law enforcement agencies in such investigation;

**1.9.6** disclose information about your use of Snipfeed in connection with law enforcement investigation of any suspected or alleged illegal activity, or in response to a lawful court order; or

**1.9.7** change the Payment Providers. If SNIPFEED does this then SNIPFEED will use its reasonable endeavours to verify the bona fides and good standing of the new Payment Provider and notify the User and applicable details will be uploaded to the User Account.

**1.10** From time to time, SNIPFEED may restrict access to some parts of the Website, or the entire Website, to Users.

## **2. How It Works**

**2.1** Snipfeed is a social media platform that lets you create a User profile, which in turn allows you to:

**2.1.1** upload User Content to be viewed by other Users or Fan Interaction to be used by other Fans; and/or

**2.1.2** pay to view another User's User Content or use another User's Fan Interaction.

### **3. Account Registration**

**3.1** To become a User you must register and create a User Account on Snipfeed. You must provide a valid email address, a username, and a password or a valid Twitter account. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

**3.2** You agree that all information you provide as a User or otherwise, including but not limited to information provided through the use of any interactive features on the Website, is governed by SNIPFEED's Privacy Policy at [https://Snipfeed.com/privacy \(/privacy\)](https://Snipfeed.com/privacy (/privacy)), and you proceed on the basis that you are aware of how and why SNIPFEED process your personal data, as is set out in SNIPFEED's Privacy Policy.

**3.3** If you wish to view User Content you will need to provide details of a payment card to a Payment Provider. Your payment card information is stored by the Payment Provider.

**3.4** If you elect to input two or more payment card details onto your User Account if payment of the Revenue from the first card is rejected because the payment card is no longer valid then the other payment card(s) will be used to collect full payment of the Revenue.

**3.5** If you are a Creator and wish to receive payment of Commissions, you will need to include onto your User Account Payout Options and upload a valid form of ID. You may also need to submit additional legal information, such as a W-9 if you are resident in the United States of America. The exact information required will depend on your country of residence. Amounts due to you as a Creator from Fans will be paid to you by one of our Payment Providers in accordance with your Payout Options. With the exception of Creators wishing to receive payment by direct bank transfer from SNIPFEED, SNIPFEED does not store any data disclosed by you when you register your Payout Options with the Payment Provider. Section 4 further describes the payment processes.

**3.6** By registering on Snipfeed, you confirm that:

**3.6.1** all User Account registration and profile information is truthful and accurate and that any User Content you provide is your own and does not infringe the intellectual property rights or any other proprietary rights of a third party;

**3.6.2** if you previously had a User Account with Snipfeed, your old User Account was not terminated or suspended by SNIPFEED for violation of the Terms of Service;

**3.6.3** you register on Snipfeed for your own personal use and you will not sell, rent or transfer your User Account to any third party; and

**3.6.4** SNIPFEED reserve the right, at any time, to verify the information which you provide to SNIPFEED as well as your compliance with the Terms. If SNIPFEED is unable to verify this then SNIPFEED reserve the right to suspend your account.

**3.6.5** you will not use any third party payment processors to accept payments for subscriptions, or any other service, via Snipfeed.

**3.7** You are fully responsible for any and all activities that occur on your account and you are responsible for keeping your login details confidential and secure. You agree not to disclose these details to any other person or entity and immediately notify SNIPFEED at [support@Snipfeed.com](mailto:support@Snipfeed.com) if you believe someone has used or is using your account without your permission or if your account has been subject to any other breach of security. You also agree to ensure that you log out of your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able

to access, view or record your password or other personal information.

**3.8** SNIPFEED reserves the right to disable any user name, password, or other identifier, whether chosen by you or provided by SNIPFEED, at any time and at SNIPFEED's sole discretion for any or no reason, including if, in SNIPFEED opinion, you have violated any provision of the Terms.

#### **4. Subscriptions, Purchases and Payment of Revenue**

**4.1** SNIPFEED will procure that Payment Providers ensure that Creators will receive the Commission from SNIPFEED with the difference between the Revenue and Commission being the management fee (which will include Incentive Payments) levied by SNIPFEED and payments due to the Payment Providers. The Commission will be 80% of the Revenue generated by Fans paying to view User Content uploaded by you or use Fan Interaction.

**4.2** In order to view User Content or utilise Fan Interaction on Snipfeed, you must first add a payment card to your account and then click the 'Subscribe' button on the relevant Creator's profile. Your payment card details will be passed to a Payment Provider which will take payment from your payment card and pay it into SNIPFEED's account.

**4.3** Depending on your use of Snipfeed the Payment Provider will take monthly payments or will take payments for ad hoc purchases such as Fan Interaction. However, you may cancel the monthly payments at any time by turning off the 'Auto-Renew' switch located under the relevant Creator's User Content profile or by contacting SNIPFEED at [support@Snipfeed.com](mailto:support@Snipfeed.com). If you cancel your monthly payments you will continue to be permitted to view the Creator's User Content until the end of the existing billing period, after which no further payments will be taken from your payment card and you will no longer be able to view the relevant Creator's User Content.

**4.4** SNIPFEED receives the Revenue and holds the Commission on behalf of the relevant Creator, and not on your behalf as a Fan. Once SNIPFEED has received payment from you as a Fan you have no further liability to the relevant Creator and the Creator shall allow you as a Fan to view the User Content or utilise Fan Interaction.

**4.5** SNIPFEED will take payment of the Revenue from the Fan and hold the Commission in SNIPFEED's capacity as the agent for the Creator.

**4.6** All payments to view User Content or utilise Fan Interaction are final and non-refundable. If SNIPFEED is alerted that a Fan has sought and received a Refund or Chargeback, SNIPFEED will take additional actions. Any purchase of the right to view User Content or to use Fan Interaction which is subsequently subject to a Refund or Chargeback may result in the User's account being immediately and permanently excluded from Snipfeed. The Refund or Chargeback amount may be removed from the earning Creator's income. The Creator may be alerted to the Fan Refund or Chargeback.

#### **5. Twitter**

**5.1** Snipfeed allows Users to connect a Twitter account and to post any Snipfeed posts to Twitter. By using this feature, you must fully comply with and respect Twitter's Terms of Service, which can be read in full here: <https://twitter.com/tos> (<https://twitter.com/tos>)

#### **6. Account Deactivation**

**6.1** Should you wish to deactivate your Snipfeed membership then you may do so in your User Account section.

**6.2** If you are a Fan then any account deactivation will take place as soon as reasonably possible. You will no longer be charged or have access to Creator Content or Fan Interaction. Any subscriptions will be deleted and cannot be subsequently renewed.

**6.3** If you are a Creator then you can only deactivate your membership when your last Fan Subscription has expired, and you have withdrawn any balance on your account.

**6.4** If a User is both a Creator and a Fan then the account will be deactivated in two stages (Fan and then Creator).

**6.5** You will receive an email confirmation upon the successful deletion of your account.

## **7. Intellectual Property Rights**

**7.1** Other than User Content, the Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by SNIPFEED, SNIPFEED licensors, or other providers of such material and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

**7.2** You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website, except as follows:

**7.2.1** you may store files that are automatically cached by your Web browser for display enhancement purposes; and

**7.2.2** you may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

**7.3** If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will end immediately and you must, at SNIPFEED option, return or destroy any copies of the materials you have made.

**7.4** Other than User Content, no right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by SNIPFEED. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

**7.5** The Snipfeed name, logo and all related names, logos, product and service names, designs, and slogans are trademarks of SNIPFEED or SNIPFEED affiliates or licensors. You must not use such marks without SNIPFEED prior written permission. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

## **8. Licence**

**8.1** Subject to all of the terms, conditions, limitations and restrictions contained in these Terms, we grant to you a conditional, revocable, non-transferable, non-sublicensable, non-exclusive and limited licence to use the Website for your own lawful and personal use only. You acknowledge and agree that the foregoing license may be revoked and terminated by SNIPFEED at any time and for any reason (including, without limitation, if you violate these Terms or any applicable law). Any use of Snipfeed other than as expressly permitted by these Terms is strictly prohibited. All rights not expressly granted herein are reserved by SNIPFEED.

**8.2** SNIPFEED does not warrant that Snipfeed is compatible with all devices and operating

systems. It is your sole responsibility to determine whether or not Snipfeed is compatible with your device.

## **9. Acceptable Use**

**9.1** SNIPFEED requires that all Users respect and comply with these Terms below, at all times, when using Snipfeed.

**9.2** You may not:

**9.2.1** use Snipfeed other than for your own lawful and personal use in accordance with these Terms;

**9.2.2** impersonate SNIPFEED, one of SNIPFEED employees, another User, or any other person or entity or falsely state, suggest or otherwise misrepresent any affiliation, endorsement, sponsorship between you and SNIPFEED and/or any other person or entity;

**9.2.3** falsify account registration information, or make unauthorized use of another's information or content;

**9.2.4** use Snipfeed in any manner or for any purpose that is illegal or unlawful, including engaging in any activity that violates any right of any person or entity;

**9.2.5** copy, reproduce, distribute, modify, or create derivative works from, any portion of Snipfeed without SNIPFEED express written permission;

**9.2.6** use Snipfeed for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;

**9.2.7** transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation;

**9.2.8** engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by SNIPFEED, may harm SNIPFEED or Users of the Website or expose them to liability;

**9.3** You shall not create, upload, post, display, publish or distribute User Content that:

**9.3.1** is obscene, illegal, fraudulent, defamatory, libelous, hateful, discriminatory, threatening or harassing, or in any way which incites violence or violates any of the aforementioned prohibitions;

**9.3.2** violates another's copyright, trademark, right of privacy, right of publicity, or other property or personal right (for example, using the name, likeness, image or other identity of another without proper consent);

**9.3.3** promotes or advertises escort services;

**9.3.4** promotes or advertises firearms or other weapons, drugs, or drug paraphernalia;

**9.3.5** promotes any illegal activity, or advocates, promotes, or assists any unlawful act;

**9.3.6** causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, alarm, or annoy any other person;

**9.3.7** involves 3rd party commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising;

**9.3.8** gives the impression that it emanates from or is endorsed by SNIPFEED or any other person or entity, if this is not the case.

**9.4** You shall not remove, erase, modify or tamper with any copyright, trademark or other proprietary rights notice that is contained in any User Content that you do not own.

**9.5** You shall not use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to

engage in real time activities through the Website.

**9.6** You shall not decompile, disassemble, reverse engineer, or otherwise attempt to discover or derive the source code of Snipfeed.

**9.7** You shall not interfere in any way with the operation of Snipfeed or any server, network or system associated with Snipfeed, including, without limitation: hacking, mail-bombing, flooding, overloading, or making "denial of service" attacks; probing, scanning or testing the vulnerability of the site or any server, network or system associated with the site; breaching or circumventing firewall, encryption, security or authentication routines; accessing information not intended for you, or accessing another user's account that you are not expressly authorized to access.

**9.8** You shall not use Snipfeed for any unauthorized purpose, including, without limitation, for purposes of building a competitive product or service, performance or functionality, or for any other competitive purposes;

**9.9** You shall not use any automated program, tool or process (including without limitation, web crawlers, robots, bots spiders, and automated scripts) to access Snipfeed or any server, network or system associated with Snipfeed, or to extract, collect, harvest or gather content or information from Snipfeed.

**9.10** You shall not make any other use of Snipfeed that violates these Terms or any applicable law.

**9.11** Any content posted that is reported by another User or Snipfeed, and that is deemed unacceptable by SNIPFEED, will be deleted and the User notified via email. Users who repeatedly violate SNIPFEED Acceptable Use policy may be deactivated. If SNIPFEED becomes aware that a User is underage, SNIPFEED will promptly deactivate that User's account and delete all information and content of that User from Snipfeed. If you are a parent or legal guardian and become aware that your minor-child has registered on Snipfeed, please immediately notify SNIPFEED at support@Snipfeed.com.

**9.12** By registering an account with Snipfeed, you represent and warrant that:

**9.12.1** you are at least 18 years of age;

**9.12.2** you will fully comply with these Terms;

**9.12.3** you accept full responsibility for the use of Snipfeed on any device, whether or not it is owned by you;

**9.12.4** you accept full responsibility for any User Content created or provided by you; and

**9.12.5** your use of Snipfeed will not violate these Terms or any applicable law.

**9.13** If you are using Snipfeed on behalf of a business or other entity, you warrant that you are authorised to grant all the licences stipulated in or entailed by these Terms and that you are authorised to bind the business or other entity to these Terms.

## **10. User Content**

**10.1** By creating and publishing User Content on Snipfeed, you authorize your Fans to access and view (without downloading or copying) your User Content on Snipfeed for their own lawful and personal use. You also represent, warrant and undertake that for each submission:

**10.1.1** you own, have a valid licence to, or otherwise control all rights in and to your User Content;

**10.1.2** to the extent your User Content includes or utilises any third-party property, you have secured all rights, licenses, written consents and releases that are necessary for the use of such third-party property in your User Content;

**10.1.3** you will not post any content depicting any person under 18-years old,

**10.1.4** you have inspected and are maintaining written documentation sufficient to confirm that all subjects of your submission are in fact 18-years old or older; and

**10.1.5** your User Content is non-confidential and will be made available to your Fans on Snipfeed.com.

**10.2** You grant SNIPFEED and Our licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.

For clarification: The clause exists so that we may use your content by adding stickers, text, and watermarks, and to make your content available to Users, as well as for other normal operations of our website. We will never sell your content to other platforms.

**10.3** You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

**10.4** You shall indemnify SNIPFEED, SNIPFEED's licensees, successors, and assigns against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred arising out of or in connection with your User Content.

**10.5** SNIPFEED is not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Website.

**10.6** Upon signing up to Snipfeed.com, you also agree to act as custodian of records for the content that you upload to Snipfeed.com.

**10.7** Any questions regarding User Content can be addressed by emailing support@Snipfeed.com.

## **11. DMCA**

**11.1** Snipfeed respects the intellectual property rights of third parties and voluntarily complies with the Digital Millennium Copyright Act (DMCA). Our full DMCA Notice and Takedown Policy can be found here: <https://Snipfeed.com/dmca>. Snipfeed has implemented a policy to terminate repeat copyright infringers. A copy of our repeat infringer policy (RIP) is available upon request to our users.

**11.2** Please note that, under the DMCA, any person who knowingly makes material misrepresentations in a notification of claimed infringement or in a counter-notification may be liable for damages.

## **12. Linking to the Website and Social Media Features**

**12.1** You may link to SNIPFEED homepage, provided you do so in a way that is fair and legal and does not damage SNIPFEED reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on SNIPFEED part.

**12.2** The Website may provide certain social media features that enable you to:

**12.2.1** link from your own or certain third-party websites to certain content on the Website;

**12.2.2** send emails or other communications with certain content, or links to certain content, on the Website;

**12.2.3** cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

**12.3** You may use these features solely as they are provided by SNIPFEED, solely with respect to the content they are displayed with. However, you must not:

**12.3.1** establish a link from any website that is not owned by you;

**12.3.2** cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking;

**12.3.3** link to any part of the Website other than the homepage; or

**12.3.4** otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms.

**12.4** You agree to cooperate with SNIPFEED in causing any unauthorised framing or linking immediately to stop. SNIPFEED reserves the right to withdraw linking permission without notice.

**12.5** SNIPFEED may disable all or any social media features and any links at any time without notice in SNIPFEED discretion.

### **13. Links from the Website**

**13.1** If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including, without limitation, banner advertisements and sponsored links. SNIPFEED has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **14. Referral Program**

**14.1** SNIPFEED offers a referral program which incentivises Users to introduce to Snipfeed people who are interested in becoming Users. This clause sets out when SNIPFEED will pay an Incentive Payment. SNIPFEED reserves the right to change the how it pays Incentive Payments but no change will deprive any Users of Incentive Payments already earned under before the changes came into effect:

**14.1.1** Users with a valid User Account with Snipfeed can participate;

**14.1.2** each User Account has a unique referral URL which allows Users to earn Incentive Payments;

**14.1.3** the referred User must use the referring User's URL and then register with Snipfeed using the same browser that they used to click the referral link;

**14.1.4** the referred User has to be someone who has never held a User Account. If the referred User has been or is an existing User SNIPFEED will not pay Incentive Payments to the referring User;

**14.1.5** SNIPFEED will not pay Incentive Payments if the referred User does not join Snipfeed using the correct referral link;

**14.1.6** if the referred User then sets up more than one new User Account then the obligation to pay Incentive Payments shall only apply to Commissions earned from the first User Account. The referred User will only be a new User with respect to the first User Account.

**14.1.7** Users may not use confusing business practices to impersonate Snipfeed with the intention to refer other Users to receive Incentive Payments.

More information on how the Referral Programme works can be found at:  
<https://Snipfeed.com/referrals>

**14.2** If it transpires that Incentive Payments have been made incorrectly then SNIPFEED reserves the right to recover those monies from the referring User.

**14.3** In order to ensure that the referral program is not abused SNIPFEED reserves the right to verify the credentials and identity of referred Users and referring Users claiming to have introduced the referred Users.

**14.4** The Incentive Payment will be processed on the first calendar business day of each month and paid in accordance with the Payment Provider's terms.

**14.5** The Incentive Payment is deducted from the monies that SNIPFEED would retain from the transaction and not from the monies earned by the referred User.

## **15. Disclaimer of Warranties; Limitations of Liability**

**15.1** By using Snipfeed, you acknowledge and agree as follows:

**15.1.1** Snipfeed and all of its services and features are provided without warranties of any kind, express or implied. To the fullest extent permitted by law, SNIPFEED disclaim any and all warranties, express or implied, with respect to Snipfeed and all of its services and features, including, and without limitation, implied warranties of merchantability and fitness for a particular purpose. SNIPFEED does not warrant or guarantee the accuracy, usefulness, completeness or reliability of Snipfeed, or the results of your use of Snipfeed. SNIPFEED disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. SNIPFEED also do not warrant or guarantee that Snipfeed and all of its services and features will be available at any particular time or location; that Snipfeed and all of its services and features will be secure, uninterrupted, and error-free; that any defect or error will be corrected; or that Snipfeed and all of its services and features will be free of viruses and other harmful components. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for antivirus protection and accuracy of data input and output, and for maintaining a means external to the Website for any reconstruction of any lost data. To the fullest extent provided by law, SNIPFEED will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Website or any services or items obtained through the Website or to your downloading of any material posted on it, or on any website linked to it. Your use of Snipfeed and its services and features will be solely and entirely at your own risk. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law;

**15.1.2** SNIPFEED does not warrant or guarantee that use of the Website will be uninterrupted or error free twenty-four hours a day, seven days a week, since SNIPFEED may need to carry out maintenance of the Website from time to time. However, SNIPFEED will use its reasonable endeavours to carry out any such maintenance of the Website outside of business hours (between 09:00 and 17:00 UK time) and SNIPFEED will endeavour to give reasonable notice, however this may not always be possible;

**15.1.3** in no event shall SNIPFEED be liable (strictly or otherwise) in contract, tort, negligence, strict liability or under any other legal or equitable principle, for any indirect, incidental, exemplary, special, punitive or consequential damages (including, and without limitation, loss of

use, profits, data or information, or loss of business goodwill or opportunity) arising out of or related to your use of (or your inability to use) Snipfeed or any of its services or features, nor shall SNIPFEED be held liable in the event your User Content is illegally distributed by another User, however where such distribution does occur please contact SNIPFEED at support@Snipfeed.com and SNIPFEED will seek to prevent continuance of such distribution where SNIPFEED is reasonably able to do so; and

**15.1.4** in no event shall SNIPFEED total and aggregate liability to you and/or others for any and all claims arising out of or related to your use of (or your inability to use) Snipfeed or any of its services or features, exceed one hundred pounds sterling (£100.00). This does not affect any liability that cannot be excluded or limited under applicable law.

**15.2** Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages or total liability, the above limitation may not apply to you. In such case, our total and aggregate liability to you arising out of or related to your use of (or your inability to use) Snipfeed or any of its services or features shall be limited to the maximum extent permitted by law or, if no amount is specified, one hundred pounds sterling (£100.00).

## **16. User indemnification**

**16.1** By using Snipfeed, you agree to indemnify and hold harmless SNIPFEED and our employees, agents, representatives, successors and assigns from and against any and all claims, demands, causes of action, actions, suits, proceedings, judgments, orders, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and legal costs) arising out of or related to any of the following:

**16.1.1** your use of Snipfeed or any of its services or features;

**16.1.2** any User Content created, published, or otherwise made available on Snipfeed by you;

**16.1.3** any transaction or interaction between you and any other User of Snipfeed; and/or

**16.1.4** your violation of the Terms or any applicable law.

**16.2** Notwithstanding SNIPFEED's appointment as the Creator's agent to pay the Creator Commission, SNIPFEED, the Fan and Creator are independent contractors and are responsible for meeting all of their respective legal or statutory obligations. This extends to the payment of any taxes or other payments properly demanded by a regulatory authority. Should a User fail to meet those obligations then the User shall indemnify SNIPFEED for any loss or expense, including management time that is as a consequence incurred by SNIPFEED.

## **17. Governing Law and Dispute Resolution**

**17.1** You and SNIPFEED agree that these Terms shall be governed by and construed in accordance with the laws of England and Wales (without regard to the conflict of laws provisions thereof) and that any dispute between you and SNIPFEED concerning Snipfeed or arising out of or related to these Terms shall be resolved exclusively in the courts of England and Wales.

**17.2** Except where prohibited by applicable law, any claim or cause of action by you concerning Snipfeed or arising out of or related to these Terms must be filed within one year after such claim or cause of action arose, or be forever barred.

## **18. Waiver and Severability**

**18.1** No waiver of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any

failure to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

**18.2** If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

## **19. General**

**19.1** The Terms constitute the sole and entire agreement between you and SNIPFEED regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

**19.2** The Contracts (Rights of Third Parties) Act 1999 is excluded.

## **20. Contact**

**20.1** If you have any questions, comments, complaints or concerns about Snipfeed, please contact our support team at [support@Snipfeed.com](mailto:support@Snipfeed.com)