Terms of Service

1. Preamble

This terms of service agreement ("**Terms**") sets forth the terms which govern your use of the websites located at https://snipfeed.co/ and https://snipfeed-direct.co/ (collectively, the '**Site**'), and any related services provided by SNIPFEED (the Site and the services called together the '**Service**').

IF YOU ARE LOCATED IN THE UNITED STATES, YOU AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. WE EXPLAIN SOME EXCEPTIONS BELOW. PLEASE REVIEW SECTION 15.

By registering for or using SNIPFEED, you agree to these Terms and Conditions.

2. Services

SNIPFEED is a social media website and application service which allows individuals and entities or their designees (collectively, "**SNIPFEED creators**") to create a profile, upload photos and videos onto their profile, set subscription price payable by other Users who wish to view their User Content and thereby generate revenue from Fans.

SNIPFEED Direct is a service that SNIPFEED creators can use to message with individuals who have agreed to message with them ("**SNIPFEED Contacts**"). SNIPFEED Direct is operated by SNIPFEED. We issue unique phone numbers or other communication accounts ("**SNIPFEED Numbers**") to SNIPFEED creators. We help enhance your social media accounts, but we are not guaranteeing and are not responsible for your performance using our tools.

By accessing the Site, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from using or accessing the Site.

SNIPFEED, reserves the right to review and amend any of these Terms of Service at our sole discretion. Upon doing so, we will update this page and notify you. Any changes to these Terms of Service will take effect immediately from the date of publication. You are responsible for reviewing any such amendments. Your continued use of SNIPFEED after posting the amended Terms constitutes your acceptance of any such modified terms.

These Terms of Service were last updated on 30 July 2022.

3. Eligibility for use

SNIPFEED provides services that by nature, are to be used for business purposes by individuals above the age of 18.

By agreeing to these Terms, you warrant to us:

- You are at least 18 years old;
- You have never been suspended or removed from the Service;
- You will remain compliant with any and all applicable laws and regulations throughout your registration and use of the Service;
- If you are an individual agreeing to the terms of Services on behalf of an entity, such as your employer, you represent that you have the legal authority to bind that entity. If you do not have such authority, or if you do not agree with these terms, you may not use the service either yourself or on behalf of the entity.

4. Messaging policies

You must not use SNIPFEED to transmit any content or data that is unlawful, infringes any intellectual property rights, or violates our Acceptable Use Policy. If you think someone is sending messages in violation of our Acceptable Use Policy, please email us at legal@SNIPFEED.co. Though we have no obligation to do so, we may access, review, block (including limiting SNIPFEED creators' ability to access messages), or delete your messages at any time and for any reason, including

- To provide and develop SNIPFEED,
- If we think your messages violate these Terms,
- You have not fully completed registration with SNIPFEED and/or connected with the relevant SNIPFEED creator, and
- To comply with applicable law or any request or requirement of a court, law enforcement, or other administrative agency or governmental body. For any messages sent or received, we do not guarantee: (a) the suitability or legality of such messages; (b) the truth or accuracy of such messages; (c) the performance or conduct of people on SNIPFEED (including SNIPFEED creators and SNIPFEED Contacts); or (d) who a SNIPFEED creator or SNIPFEED Contact permits to access and use SNIPFEED on their behalf.

5. **Terms for SNIPFEED Contacts**

By sending messages to a SNIPFEED Number, registering to become a SNIPFEED Contact, or otherwise using SNIPFEED, you agree that:

- We may send you account-related messages at the phone number or account you have provided to the SNIPFEED creator or us;
- We may share the registration information you submitted for one SNIPFEED creator with other SNIPFEED creators that you agree to message with instead of asking for you that same information again;
- Each SNIPFEED creator alone (and not SNIPFEED) is responsible for determining whether and what messages are sent to you via their SNIPFEED Number and when those messages are sent (which may be at any time of day, including on weekends or holidays);
- Messages (including the timing and content of messages) sent by SNIPFEED creators may be fully or partially automated;
- You are responsible for any messaging and data charges that you may incur when messaging with SNIPFEED creators or with us (Message and data rates may apply);
- Your consent to receive messages is not a condition of any purchase;
- SNIPFEED creators may block you from messaging with them via SNIPFEED at any time, for any reason, without notice;
- SNIPFEED creators may not see your messages to their SNIPFEED Number(s) until you fully complete the registration process and connect with them;
- SNIPFEED may filter messages from reaching a SNIPFEED creator for various reasons, including based on a SNIPFEED creator's settings and where such messages violate our Acceptable Use Policy;
- Some messages may not be delivered (e.g., if there is an outage on the SNIPFEED or if a carrier blocks content);
- Messages sent via SNIPFEED may contain links to third-party websites or apps, which may be subject to different terms and conditions and privacy practices, and we are not responsible or liable for their content, products, or services ("**Third Party Materials**");
- You will use only your own phone number or account when messaging a SNIPFEED creator (and if we discover that you did not use your own phone number or account, we may suspend or terminate your account access at any time); and
- If you change or deactivate the phone number or account you used when signing up to receive messages from a SNIPFEED creator, you will email us at legal@snipfeed.co within 72 hours to update or remove your information.

If you want to stop receiving messages from a particular SNIPFEED Number, send a message that says STOP (case insensitive) to that SNIPFEED Number. If you require any assistance, kindly send a message that says HELP (case insensitive) to the same SNIPFEED Number. Carrier are not liable for any delays or undelivered messages.

For more information about our privacy practices (including information on how to stop receiving messages from all SNIPFEED Creators), see our Privacy Policy. You may also request assistance at anytime by sending a message that says HELP (case insensitive) to any SNIPFEED Number or emailing us at legal@snipfeed.co.

By registering with SNIPFEED, you agree that SNIPFEED may use your information to send you emails, text messages, and other messages, including for SNIPFEED's marketing purposes, informational purposes (such as updates to our service), and to suggest other creators to follow.

By sending messages to a SNIPFEED creator, you grant that SNIPFEED creator (including individuals and entities working or affiliated with such SNIPFEED creator) a worldwide, royalty-free, sublicensable, transferable, and perpetual license to reproduce, distribute, display, publish, and otherwise use your messages in any way and for any purpose, and you grant us all of the same rights to use your messages for the purpose of operating, providing and improving SNIPFEED (such as to allow us to deliver your messages to the SNIPFEED creator, analyze the messages, and to store your messages on our servers).

You acknowledge and agree that (i) a SNIPFEED creator may share your messages publicly (including for marketing purposes); (ii) you have no expectation of privacy concerning messages you send to a SNIPFEED creator; and (iii) we may collect, analyze and use your messages together with your information, including demographic and location information, on an aggregated, de-identified or anonymized basis together with the messages and information of others, for any purpose, including to improve, enhance, further develop and test SNIPFEED and any of our technology, to create and refine algorithms and other machine learning methods and processes, to identify and predict patterns and trends, and to train and refine machine learning or analytical models or engines.

Kindly note no mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

6. Terms for SNIPFEED creators

If you are signing up as a SNIPFEED creator or on behalf of a SNIPFEED creator, please also read our **Customer Terms**, which applies to you. If you are signing up to use SNIPFEED on a SNIPFEED creator's behalf, you acknowledge that you may only use SNIPFEED with their permission and in ways that would be permitted by that SNIPFEED creator (for example, messages you send on their behalf must not violate our **Acceptable Use Policy**).

7. Limitation of uses

By using this website, you warrant on behalf of yourself, your users, and other parties you represent that you will not:

- Modify, copy, prepare derivative works of, decompile, or reverse engineer any materials and software contained on the Service;
- Remove any copyright or other proprietary notations from any materials and software on the Service;
- Transfer the materials to another person or "mirror" the materials of the Site on any other server or device;
- Knowingly or negligently use the Service in a way that abuses or disrupts our networks or any other service SNIPFEED provides;
- Use the Service or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
- Use the Service or its associated services in violation of any applicable laws or regulations;
- Use the Site in conjunction with sending unauthorized advertising or spam;
- Harvest, collect, or gather user data without complying with any applicable rule or regulation;
- Use the Service or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of SNIPFEED or third parties.

You acknowledge the Service only helps you manage your social media accounts and SNIPFEED is in no event liable for the content you post or the way you are using your social media accounts.

8. Intellectual property

The intellectual property in the materials contained in this website are owned by or licensed to SNIPFEED and are protected by applicable copyright and trademark law. Using the Service, we grant the Professional permission to download one copy of the materials for personal, non-commercial transitory use. Any other use is strictly prohibited and may violate copyright, trademark, and other laws.

This constitutes the grant of a license to use, not a transfer of title. This license shall automatically terminate if you violate any of these restrictions or the Terms of Service, and may be terminated by SNIPFEED at any time.

When you use the Service or its associated services to post, upload, store, share, or otherwise transmit content covered by intellectual property rights, you grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use, distribute, modify, run, copy, publicly display, translate, or otherwise create derivative works of your content.

You acknowledge that you are responsible for ensuring that your content complies with all applicable laws and regulations, and third-party platforms' terms and conditions. If we are required to, we reserve the right to block or erase any published content that constitutes a violation of the applicable laws and regulations, and our third-party platforms' terms and conditions.

You give royalty-free authorization to SNIPFEED to use your name and logo to be displayed on the Site in order to promote SNIPFEED's service for the duration of your use of the Service.

If you believe that anything on SNIPFEED infringes a copyright that you own or control, please send us a written notice to the address or email below that meets the requirements set forth in the U.S. Digital Millennium Copyright Act of 1998 ("**DMCA**").

Snipfeed.co
DMCA Notices
538 Broadway St #2
Venice, CA 90291, USA
legal@snipfeed.co

9. **Liability**

To the maximum extent permitted by law, we and our shareholders, employees, affiliates, associated companies, licensors, agents, and suppliers (collectively, the "Affiliated Entities") will not be liable for any indirect, incidental, special, consequential, exemplary, punitive, or multiple damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use SNIPFEED; (ii) the conduct or content of other users or third parties via SNIPFEED; or (iii) unauthorized access, use, or alteration of your messages, even if we have been advised of the possibility of such damages.

Your sole and exclusive remedy for dissatisfaction with SNIPFEED or any Third Party Materials is to stop using SNIPFEED.

Our website and the Service are provided on an 'as is' basis. As a SaaS service, the Professional does not need to download any hardware to use the Service. To the extent permitted by law, SNIPFEED makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, or other violation of rights.

In no event shall SNIPFEED or its suppliers be liable for any consequential loss suffered or incurred by you or any third party arising from the use or inability to use the Service or the materials on this website, even if SNIPFEED or an authorized representative has been notified, orally or in writing, of the possibility of such damage. In no event, SNIPFEED guarantees that your number of followers on social media, the number of views or revenue granted from the use of social media will increase with the of the Service.

We make all reasonable efforts to provide any Professional with quality services and content. We do

our best to allow the Professional access to and use of the Service.

However, the Professional acknowledges that the Service may be unavailable from time to time, in particular as a result of the:

- Scheduled maintenance periods;
- Any difficulties of access resulting of the internet connection;
- Unplanned interruptions caused by any reason external to SNIPFEED.

In the context of this agreement, "consequential loss" includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under the statute, contract, equity, tort (including negligence), indemnity, or otherwise.

We take no responsibility and assume no liability for any messages that you, another user, or a third party send or receive via SNIPFEED. You agree that you may be exposed to messages that might be offensive, illegal, misleading, or otherwise inappropriate, none of which we will be responsible for.

Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

10. Indemnification

You represent and warrant that you will not use SNIPFEED to post content infringing upon the copyright, trademark, trade secret, publicity rights, trademarks, or other intellectual property interests of any other person or property, or to post content that is in violation of any laws or regulations of any applicable jurisdictions. You agree to indemnify SNIPFEED, its affiliates, directors, officers, employees, and agents against all claims and damages arising out of the breach or alleged breach of any representations, warranties, or agreements made by you under this agreement and your use of SNIPFEED.

11. Accuracy of materials

The materials appearing on our website are not comprehensive and are for general information purposes only. SNIPFEED does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on this website, or otherwise relating to such materials or on any resources linked to this website.

12. Personal Data

SNIPFEED processes personal data in order for you to use the Service. To get more information on the way we use your personal data, see our privacy policy below.

In general, SNIPFEED acts as a data processor to you acting as a Data controller.

Any Professional subject to the Regulation on General Data Protection Regulation (GDPR), by agreeing to these Terms of Service, also agrees to the Data Processing Agreement as required by the regulation. Our Data Protection Addendum is available here. Acceptance of these terms implies acceptance of our Data Processing Agreement.

13. Cookies

In order to provide you with the best possible service, SNIPFEED uses cookies. To get more information on the way we use cookies, see our cookie policy below.

14. Governing Law and dispute resolution

If you are a SNIPFEED user located in the United States, then section 15 below applies to you. Please also read that section carefully and completely. If you are not subject to section 15 below, then all disputes arising out of or related to these Terms or any aspect of the relationship between us (including any communications between us), whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory ("**Disputes**"), will be resolved exclusively in the United States District Court for the Southern District of California or a state court located in Los Angeles County in California, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such Disputes. Without prejudice to the foregoing, you agree that, in our sole discretion, we may elect to resolve any Dispute we have with you in any competent court in the country in which you reside that has jurisdiction over the Dispute.

The laws of the United States (including federal arbitration law) and the State of California govern these Terms, as well as any Disputes, whether in court or arbitration, which might arise between us, without regard to conflict of law provisions, and regardless of your location.

15. Arbitration

If you are a SNIPFEED user in the United States, then this section 15 applies to you.

Except for disputes that qualify for small claims court, all disputes arising out of or related to these Terms or any aspect of the relationship between us (including any communications between us), whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury. You agree that we are each waiving the right to trial by a jury. Such disputes include, without limitation, disputes arising out of or relating to the interpretation or application of this arbitration provision, including the enforceability, revocability, or validity of the arbitration provision or any portion of the arbitration provision. All such matters will be decided by an arbitrator and not by a court or judge.

You agree that any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted and you agree to give up the ability to participate in a class action.

The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by these Terms. The Consumer Arbitration Rules are available online at https://www.adr.org/sites/default/files/Consumer%20Rules.pdf. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location that is reasonably convenient to both parties with due consideration of their ability to travel and other relevant circumstances. If the parties are unable to agree on a location, the AAA or the arbitrator will determine the location.

The arbitrator's decision will follow the terms of these Terms and will be final and binding. The arbitrator will have the authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of these Terms, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

You may opt-out of this agreement to arbitrate by emailing us at legal@snipfeed.co with your first name, last name, phone number, and address within 30 days of accepting this agreement to arbitrate, with a statement that you decline this arbitration agreement.

Notwithstanding any of the foregoing, nothing in these Terms will prevent you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

16. Export controls

You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant, and covenant that you are not: (i) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country; or (ii) on any of the U.S. government lists of restricted end users.

17. Changes to these terms

We may modify these Terms from time to time. When we update these Terms, we will revise the *"Last updated"* date above and post the new Terms on SNIPFEED.co and SNIPFEED-DIRECT.co. Your continued use of SNIPFEED (including, without limitation, signing up to receive messages from an additional SNIPFEED creator after an update) confirms your acceptance of the updates. If you do not agree to any update, you must stop using SNIPFEED. We may also modify or discontinue all or part of SNIPFEED at any time; or charge, modify, or waive any fees required to use SNIPFEED.

18. Class action

As a non-consumer, all claims between the parties related to this Agreement will be litigated individually and you will not consolidate or seek class treatment for any claim with respect to the Service.

19. Other terms

- By using SNIPFEED, you agree to our third party-terms and disclosures.
- You use SNIPFEED at your own risk, and you must comply with all applicable laws, rules, and regulations while doing so. We may limit SNIPFEED's availability at any time, in whole or in part, to any person, geographic area, or jurisdiction.
- Unless a mutually executed agreement between us states otherwise, these Terms make up the entire agreement between us regarding SNIPFEED and supersede any prior agreements regarding the subject matter of these Terms.
- Nothing in these terms, addendums, or privacy policy shall signify that SNIPFEED offers or plans to offer Services in any particular country, even when a country or its laws are explicitly named or otherwise referenced.
- These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agent, or franchisor-franchisee relationship between us.
- We notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers.
- All of our rights and obligations under these Terms are freely assignable by us to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise. You will not transfer any of your rights or obligations under these Terms to anyone else without our prior written consent.
- Except as expressly set forth herein, there are no third-party beneficiaries to these Terms.
- If we fail to enforce any of these Terms, it will not be considered a waiver.
- If any provision of these Terms is found unenforceable, then that provision will be severed from these Terms and not affect the validity and enforceability of any remaining provisions.
- These Terms are written in English (U.S.). Any translated version is provided solely for your convenience. To the extent any translated version of these Terms conflicts with the English version, the English version controls.
- SNIPFEED Creators are aware that, among other requirements, the TCPA requires prior express written consent from a SNIPFEED CONTACTS before sending them marketing text messages, with no purchase required as a condition of their consent, and such consent must be clear and conspicuous. Furthermore, damages for each message sent in violation of the TCPA is $500 and can be $1500 if the violation is proven to be "willful and knowing."

SNIPFEED Creator agree that you he includes clear opt-out/unsubscribe information on your messages when required to do so by any applicable law or regulation.

SNIPFEED Acceptable Use Policy

1. Fair use

We wanted to first share a few best practices to keep in mind while engaging with your contact Group:

- **Be respectful**. Before hitting 'send,' ask yourself whether you would say this to someone's face? Would you be embarrassed if your parent, grandparent, sibling, guardian, or hero received your text?

- **Consider the age of your audience**. Are you sending content related to alcohol, tobacco, and/or adult content? Is the content appropriate for Contacts under 18 years of age? Is the subject matter legal to promote or sell to Contacts under 21 years of age?

- **Use common sense**. If you aren't sure whether a text violates this policy, consider editing it, placing an age filter, and/or contacting us to legal@snipfeed.co.

- **Only share content you trust**. If you are sharing a link, do you trust the source? Is it a trusted website? Is the news story well-researched? Could someone inadvertently come across prohibited content by clicking a link? Do you have permission to share it?

- **People have differing opinions**. ReContact that we don't all share the same point of view and diversity of opinion helps us to grow and improve our audiences. Consider how you share your opinion and the impact of your contributions on individuals before sharing something that others may find controversial.

- **Be aware of carrier regulations**. All messages are sent via SMS and content must adhere to both SNIPFEED's Acceptable Use policy and any other standards set by wireless carriers. We update our terms to incorporate these regulations, however these are subject to change with limited notice.

2. Prohibited Content

We prohibit any use of SNIPFEED to upload content or send messages that include (or link to) any of the following:

A. Abuse

You may not engage in any abusive behavior, including instances of or attempts to harass, share unwanted communications, intimidate, or silence others. You similarly may not call for others to engage in this behavior.

i) Child Sexual Exploitation Content: Message content and/or links to content that features, shares, promotes or facilitates the sexual exploitation of children is strictly prohibited. This includes media, text, illustrations, computer generated images, and links to sites that contain this content. You may not engage or attempt to engage a child in a sexually explicit conversation, or attempt to obtain sexually explicit media from a child. When we become aware of content depicting or promoting child sexual exploitation we will remove the responsible account and report it to the appropriate authorities

B. Hateful Content

You may not share hate speech or otherwise discriminate against, promote violence, threaten, or harass other people on the basis of immutable characteristics, such as race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, serious disease, etc. This includes a prohibition against sharing hateful slurs, imagery, videos, and other forms of media, as well as links that share this type of content.

C. Misinformation and Disinformation

You may not share or promote any content that is false, misleading, or inaccurate. We take swift action when we identify harmful misinformation or disinformation, and sharing this type of content may result in permanent deactivation of your account.

D. Violent Content

You may not share content advocating, promoting, celebrating, or encouraging violence, physical harm, or death against any individual, group, entity, or organization. You may not share instructions or materials related to the assembly of bombs or other weapons, or promote violence using firearms or other weapons. You may not share content that promotes, supports, or affiliates with violent extremist and terrorist groups.

We do not tolerate violent threats of any kind. If we identify an exigent violent threat that targets an identifiable individual or group we will work to share the relevant information with the appropriate law enforcement authorities when possible to prevent the harm.

E. Sexual Content

Carriers have strict guidelines regarding sexual content. You may not share content that contains, depicts, or promotes pornography, sexual products, sexually explicit material, sexual services, content that is tended to elicit sexual arousal, or any other obscene material. You may not share any content that is sexually exploitive of any individual.

i) **Sharing non-consensual content**: You may not share intimate photos, videos, or other media of someone that was produced or distributed without their consent, even if it otherwise adheres to this policy. This includes images or videos that superimpose or digitally manipulate an individual's face onto another person's nude or semi-nude body.

ii) **Unwanted sexual advances:** You may not share unwanted sexual advances and content that sexually objectifies an individual without their consent. This includes sending someone unwanted sexual language, media, imagery, the sexual discussion of someone's body, or the solicitation of sexual acts.

F. Illegal and regulated products, activities, goods, and services

You must respect all applicable laws and carrier policies while using our services, including any restrictions regarding the sharing of content that promotes or sells prohibited products and/or activities. This includes a prohibition against any content or activity featuring, encouraging, offering, or soliciting an illegal activity, good(s), or service(s).

Our policies prohibit you from promoting, selling, or encouraging the use of any of the following products or services:

i) **Underage Drinking:** You may not share alcohol-related content to users under the legal drinking age (21 in the US). This includes cocktail recipes, drinking games, alcohol-related memes/jokes, and alcohol-related questions, among others.

ii) **Drugs:** You may not share any content related to the sale or use of illegal drugs. Additionally, you may not share content related to the use or sale of Cannabis (including CBD products) or Psilocybin. However, you may share content related to scientific research of these products.

iii) **Health remedies**: You may not share inaccurate, false, or unverified information regarding health remedies, treatments, cure-all solutions, vaccines, or medicine.

iv) **Tobacco:** You may not share tobacco-related content to users under the legal age (21 in the US).

v) **Vape products**: You may not share any content related to the sale or promotion of these products, regardless of the end-user's age.

G. Violations of other's rights

If it isn't yours and you don't have permission, don't share it.

i)   **Intellectual Property:** You may not share any material that violates the rights of third parties, including patent, copyright, trademark, trade secret, publicity, privacy, or other proprietary rights.

ii)   **Private information**: You may not share anyone's private or personal information without their express, written consent (or parent's consent for minors), and you may not threaten to do so. Private information can include location, identification documents, financial information, education records, biometric data and medical records, and any other private information prohibited by law or carrier regulations. For creators, please refer to 'use of Contact information' below for additional details on building your audience.

iii)   **Publicity rights and defamation:** You may not make false statements about someone that damages that person's reputation, or otherwise use their name, persona, or image for marketing or advertising purposes without their permission.

H. Harmful Content

You may not share content that may cause harm to others, or may inspire others to harm themselves. This includes content that is advocating for avoidance of medical treatment and any content that is supportive of self-harm, eating disorders, or suicide.

I. Spam and Deceptive Activity

You may not share spam or use SNIPFEED to engage in bulk, aggressive, or deceptive activity. Spam includes any unsolicited commercial message related to products, services, or content, or any other telemarketing calls or texts. You may not mislead others by operating fake accounts or attempting to impersonate another person, group, or entity.

J. Prohibited Commercial Activity

In addition to any commercial activity that is mentioned above, you may not share content related to specific types of commercial activity, products, or services, including, but not limited to:

- Pyramid schemes;

- Fraudulent donations solicited by entities that are not legally recognized non-profits;

- Dangerous or harmful goods, such as counterfeit, defective, or otherwise dangerous products and services;

- Sponsored messages or selling third parties the ability to send messages or content from your SNIPFEED Number without our written permission;

- Online and direct pharmaceutical sales;

- Work-at-home businesses;

- Gambling, betting, or wagering activities and services;

- Mortuaries and cemeteries;

- Direct financial transactions via text, e.g. PayPal, CashApp, Venmo, Swift, etc.;

- Mortgage finance; and

- Reclaiming of lost bank accounts or inheritance.

3. Other Types of Content

A. Sensitive Content

Sensitive content is content that does not violate our Acceptable Use Policy, but may not be appropriate for all individuals. You must take steps to protect vulnerable groups, particularly children, from receiving and/or accessing sensitive content. Sensitive content includes things such as adult or allowable sexual content; profanity; alcohol; tobacco; graphic imagery; etc.

B. Promotions

If you use SNIPFEED as part of any type of promotion, contest, or sweepstakes (all referred to here as a "Promotion"), you are responsible for ensuring that your Promotion complies with all legal requirements. This includes writing the official rules, terms, and eligibility requirements, and complying with marketing and carrier regulations. Some carriers require that promotions may only be offered by a registered a 501(c)(3) charity. Legal requirements for Promotions can vary by location, so please work with a lawyer or other expert to ensure you won't violate any applicable laws. We are not responsible or liable to you in any way if you use SNIPFEED as part of your Promotion.

Your Promotion's official rules should state that each entrant or participant completely releases us from all claims based on, related to, or arising from the Promotion. You must make clear through the presentation of your Promotion that your Promotion is in no way sponsored, endorsed, administered by, or associated with, SNIPFEED.co.

4. Off platform activity

We are committed to making SNIPFEED and our service(s) a safe and welcoming place, and we use a robust vetting process when onboarding creators to confirm they are able and willing to adhere to our policies. SNIPFEED will also enforce and/or permanently remove creators and Contacts when we become aware of severe offenses that occur off platform, such as extreme violence, Contactship or participation in hate groups, terrorist recruitment, or predatory sexual behavior.

5. Use of Contact information

A. Creating Your Contact Groups

Contact Groups are an easy way to leverage Contact info to help organize your contacts and send the most relevant content to your followers. It is important to build these Contact Groups based upon your follower's interests (e.g. Tech, Entertainment, or Sports), rather than their personal characteristics (e.g. Race, Gender, Sexuality). Your Contact Groups may not be used to discriminate against, threaten, harass, target, or exclude people on the basis of immutable characteristics, such as race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, serious disease, etc.

For example,

● You may create Contact Groups to make it easier to share content with individuals interested in LGBTQ+ media, but you may not create an LGBTQ+ SNIPFEED to exclude these followers from receiving your messages.

● You may create Contact Groups based upon location to share local election news and/or referenda most relevant to individuals in that district, but you may not create a SNIPFEED to target individuals in that district to deter them from voting or because of their socioeconomic status.

● You may create Contact Groups to help people identify housing, employment opportunities, and other resources. You may not create communities for illegal purposes, including violations of fair housing laws, employment discrimination laws, disability discrimination laws, and financial eligibility laws (e.g., loans, insurance).

B. Data Exports

We reserve the right to deny the export of any Contact data, including any uses of the data that we believe may result in spam messages or calls to be sent to Contacts. Further, you may not export a Contact's data for use in a manner that violates our Acceptable Use Policy. Per our spam policy, you may not export data with the purpose of making telemarketing spam calls or texts.

Cookie Policy

We use cookies to help improve your experience of our website at https://Snipfeed.co and http://snipfeed-direct.co. This cookie policy is part of SNIPFEED's privacy policy. It covers the use of cookies between your device and our site.

We also provide basic information on third-party services we may use, who may also use cookies as part of their service. This policy does not cover their cookies.

If you don't wish to accept cookies from us, you should instruct your browser to refuse cookies from https://Snipfeed.co and http://snipfeed-direct.co. In such a case, we may be unable to provide you with some of your desired content and services.

1. What is a cookie ?

A cookie is a small piece of data that a website stores on your device when you visit. It typically contains information about the website itself, a unique identifier that allows the site to recognize your web browser when you return, additional data that serves the cookie's purpose, and the lifespan of the cookie itself.

Cookies are used to enable certain features (e.g. logging in), track site usage (e.g. analytics), store your user settings (e.g. time zone, notification preferences), and to personalize your content (e.g. advertising, language).

Cookies set by the website you are visiting are usually referred to as first-party cookies. They typically only track your activity on that particular site.

Cookies set by other sites and companies (i.e. third parties) are called third-party cookies They can be used to track you on other websites that use the same third-party service.

2. Types of cookies and how we use them

Essential cookies

Essential cookies are crucial to your experience of a website, enabling core features like user logins, account management, shopping carts, and payment processing.
We use essential cookies to enable certain functions on our website.

Performance cookies

Performance cookies track how you use a website during your visit. Typically, this information is anonymous and aggregated, with information tracked across all site users. They help companies understand visitor usage patterns, identify and diagnose problems or errors their users may encounter, and make better strategic decisions in improving their audience's overall website experience. These cookies may be set by the website you're visiting (first-party) or by third-party services. They do not collect personal information about you.
We use performance cookies on our site.

Functionality cookies

Functionality cookies are used to collect information about your device and any settings you may configure on the website you're visiting (like language and time zone settings). With this information, websites can provide you with customized, enhanced, or optimized content and services. These cookies may be set by the website you're visiting (first-party) or by third-party services.
We use functionality cookies for selected features on our site.

Targeting/advertising cookies

Targeting/advertising cookies help determine what promotional content is most relevant and appropriate to you and your interests. Websites may use them to deliver targeted advertising or limit the number of times you see an advertisement. This helps companies improve the effectiveness of their campaigns and the quality of content presented to you. These cookies may be set by the website you're visiting (first-party) or by third-party services. Targeting/advertising cookies set by third-parties may be used to track you on other websites that use the same third-party service.

Customers terms agreement

This SNIPFEED Customer Terms agreement (this "**Agreement**") is entered into by and between SNIPFEED.co.("**SNIPFEED**") and the applicable customer person or entity ("**Customer**"). This Agreement shall govern Customer's access and use of the Service, and incorporates by reference all addenda and supplemental terms set forth in Section 10 below. Capitalized terms not defined inline shall have the meanings ascribed to such terms in Section 9 below. Customer hereby agrees to be bound by this Agreement as of the first date of Customer's access or use of the Service or any portion thereof (the "**Effective Date**").

IF CUSTOMER IS LOCATED IN THE UNITED STATES, EXCEPT WHERE PROHIBITED BY LAW CUSTOMER AGREES THAT DISPUTES BETWEEN THE PARTIES WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND CUSTOMER WAIVES ALL RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. PLEASE CAREFULLY REVIEW SECTION 11.5 BELOW FOR ADDITIONAL DETAILS.

1. **Service Rights & Restrictions**

1.1 **Grant of Rights.** Subject to the terms and conditions of this Agreement, SNIPFEED grants to Customer a revocable, non-exclusive right to access and use the Service as expressly permitted in this Agreement and any applicable Order Form, within the Territory, during the Subscription Term.

1.2 **SNIPFEED Creators.** SNIPFEED Creators may be rejected for platform safety or integrity purposes as determined by SNIPFEED in its sole discretion. The number of authorized SNIPFEED Creators is limited by any restrictions stated in an Order Form. Customer is solely responsible and liable for acts and omissions of its SNIPFEED Creators in connection with this Agreement.

1.3 **Authorized Users.** Customer may permit Authorized Users to access and use the Service on its behalf. Usage is limited by any restrictions stated in an Order Form. Access credentials for the Service may not be shared by Customer except with SNIPFEED's prior written approval (email sufficient). Customer is solely responsible and liable for acts and omissions of its Authorized Users in connection with this Agreement.

1.4 **Support.** SNIPFEED will use commercially reasonable efforts to make the Service available at all times, and to deliver all Customer Messages, excluding when the Service is unavailable due to (a) required system maintenance; and (b) causes outside of SNIPFEED's reasonable control, including without limitation nonperformance of third party wireless carriers, telecommunications networks, and other intermediary messaging platforms. SNIPFEED will provide Customer with reasonable support services in accordance with SNIPFEED's standard practices.

1.5 **Beta Features.** SNIPFEED may from time to time make Beta Features available to Customer to try at no additional cost (e.g., without limitation, Shopify integration). Use of any Beta Feature is optional. Beta Features are provided for testing purposes only, and SNIPFEED does not make any commitment to provide Beta Features in any future versions of the Service. Notwithstanding any provision of this Agreement to the contrary, all Beta Features are provided "AS IS" without representations or warranty of any kind, and use of any Beta Feature is at Customer's sole risk.

1.6 **Custom domains.** SNIPFEED allows creators to use custom domain. SNIPFEED will buy, on the behalf of SNIPFEED Creator, a custom domain. The custom domain belongs to SNIPFEED. After 60 days, SNIPFEED may decide to give the custom domain to the creator. The use of the custom domain should always respect the Acceptable Use Policy of SNIPFEED. SNIPFEED may terminate the custom domain at any moment. SNIPFEED is not responsible for usage on the custom domain.

2. **Messaging and exclusive contents**

2.1 **SNIPFEED Numbers.** SNIPFEED will provide each SNIPFEED Creator with a SNIPFEED Number for use during the Subscription Term (or during such shorter period of time as Customer may elect).

2.2 Customer Messages and Compliance Obligations.

Subject to Section 1.3 above, only Customer, via its SNIPFEED Creators and their Authorized Users, will be able to send Customer Messages during the Subscription Term. Customer acknowledges and agrees that it may not have any access to messages received on SNIPFEED Numbers unless and until the senders are fully registered SNIPFEED Contacts. Customer is solely responsible and liable for: (a) publication, distribution, marketing and promotion of its SNIPFEED Number(s), including without limitation advising in any communication that the SNIPFEED Number(s) is issued by SNIPFEED and messages sent to the SNIPFEED Number are managed by SNIPFEED; (b) composing and sending all Customer Messages, and all content therein (e.g., without limitation, photos, images, videos, graphics, written content, audio files, code, information, or data uploaded, collected, generated, stored, displayed, distributed, transmitted or exhibited on or in connection the Service); (c) deciding (i) when (i.e., within hours permitted by Applicable Laws), and (ii) to whom (e.g., without limitation, in compliance with the Federal Trade Commission ("FTC") National Do Not Call Registry), Customer Messages are sent; and

(d) ensuring all Customer Messages and the content therein do not (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (iii) promote illegal activities, including, without limitation, in a manner that might be illegal or harmful to any person or entity; (d) distribute, share, or facilitate the distribution of unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code; (iv) contain any Restricted Data; or (v) violate or cause SNIPFEED to violate any Applicable Laws. Without limiting the generality of the foregoing, Customer shall ensure that (if and to the extent required) all Customer Messages comply with applicable federal, provincial/state and municipal rules regarding political or election-related communications and FTC Endorsement Guidelines.

2.3   **Custom Registration Terms.** Upon written request by Customer or Sponsor, SNIPFEED may enable customized terms for Customer's SNIPFEED Contacts to accept upon registration (or otherwise via the Service). This may include

- obtaining SNIPFEED Contacts' consent(s) to collect and export certain data and/or
- adding other customized or additional language to SNIPFEED's standard registration page templates.

SNIPFEED will review any such Customer request and may decline all or a portion of such request if SNIPFEED, in its sole and absolute discretion, determines such request (or portion thereof) (i) is incompatible with the Service, its features or functionality; (ii) may cause harm to, or create potential liability for, SNIPFEED, Customer (including its Creators and Authorized Users), any SNIPFEED Contact or any third party, or (iii) for any other reason (or no reason). For avoidance of doubt, SNIPFEED's review and approval (or rejection) of any customized terms does not constitute legal or compliance advice to Customer or any third party. Customer (and/or Sponsor to the extent applicable) will be solely responsible and liable for any customized terms implemented via the Service and any and all claims arising therefrom.

2.4   **System Messages.** Customer acknowledges that SNIPFEED may send System Messages on behalf of SNIPFEED Creators from their SNIPFEED Numbers.

2.5 **Restrictions.** With respect to the Service, Customer will not (and will not permit others to):

(a)   disassemble, decompile, reverse-engineer (except as expressly authorized by law), copy, translate or make derivative works;

(b)   sell, resell, license (or sub-license), lease, assign, transfer, pledge, or share any of your rights under this Agreement with/to any other party, or use for the Service any commercial purpose without SNIPFEED's prior express written consent;

(c)   obscure, alter or remove any notice of any copyright, trademark, trade name, service mark, logo, or other intellectual property or proprietary right designation appearing on or contained within the Service;

(d)   conduct benchmarking, performance tests or other comparative analysis without prior written approval from SNIPFEED in each instance; or

(d) transmit or permit to be transmitted any Restricted Data or other content or data in violation of Applicable Laws, that infringes any intellectual property rights, or that otherwise violates this Agreement or the AUP (as defined in Section 10.1 below).

2.6 **Account Suspension.** SNIPFEED may suspend or limit the use of the Service by SNIPFEED Creators as SNIPFEED deems appropriate to prevent, investigate or otherwise address

(a) any suspected misuse of the Service or violation of this Agreement,

(b) any material risk to the security or performance of the Service or to SNIPFEED or any other SNIPFEED customer or business partner, or

(c) any potential harm to any SNIPFEED Contact or to SNIPFEED's reputation or business. SNIPFEED will promptly notify Customer of any suspension or limitation and will limit any suspension or limitation in time and scope as reasonably feasible under the circumstances.

2.7 Grant of Rights.

Customer grants SNIPFEED the non-exclusive right to reproduce, distribute, display, publish, and otherwise use Customer Messages and messages sent to Customer's SNIPFEED Numbers for the purpose of operating, providing and improving the Service. Customer acknowledges that:

- SNIPFEED Contacts may share Customer Messages publicly and SNIPFEED Creators have no expectation of privacy with respect to Customer Messages; and
- SNIPFEED may collect, analyze and use Customer Messages and messages sent to Customer's SNIPFEED Numbers, including related information, on an aggregated, de-identified or anonymized basis together with the messages and information of others, including to improve, enhance, further develop and test the Service and SNIPFEED's technology, to create and refine algorithms and other machine learning methods and processes, to identify and predict patterns and trends, and to train and refine machine learning or analytical models or engines.

Subject to further written agreement between the parties, SNIPFEED may monetize Customer Messages, e.g. via third-party sales or other commercial integrations. Customer further grants to SNIPFEED a non-exclusive license to host, copy, process, transmit and disclose all Customer Data as necessary to perform its obligations and exercise its rights hereunder.

2.8 Exclusive content, consultation, Q&A, livestream and Tips.

On the SNIPFEED platform, SNIPFEED Creators can sell exclusive content, Consultation, Q&A, Livestream, and receive tips. SNIPFEED creators are the only ones responsible for the price and the content they decide to sell and post on the platform. However, every content sold and posted should respect the Acceptable use of policy of SNIPFEED. In case of non-respect of the Acceptable use of policy, SNIPFEED can terminate, without justification, the account of a SNIPFEED Creator.

Once a SNIPFEED customer bought exclusive content, Consultation, Q&A, Livestream from a SNIPFEED Creator or sent tips to a SNIPFEED Creator, the SNIPFEED Creator is responsible for delivering the product or service. SNIPFEED can't be responsible for the non-delivery of a service or product.

In case of dispute, SNIPFEED will investigate and resolve the dispute. SNIPFEED can't be responsible for a mistake in judgment.

Snipfeed will take a percentage of the sales regarding the plan of the SNIPFEED Creators. For non-pro members, the percentage will be 15%. For pro members, the percentage will be 2%. However, SNIPFEED can solely decides the percentage applied to individual SNIPFEED Creator. Percentages can also be changed over time, without justification, by SNIPFEED.

Finally, SNIPFEED customers buying all types of content and leaving their phone number or Email agree that this information can be used by SNIPFEED or a SNIPFEED creator for commercial purposes.

3. **IP Rights, Data and Privacy**

3.1   **SNIPFEED IP.** Except for the rights expressly granted herein, SNIPFEED and its licensors retain all right, title and interest, including all intellectual property rights, in and to the Service and Customer's SNIPFEED Numbers. Any and all use of SNIPFEED's trademarks by Customer will inure to the benefit of SNIPFEED and Customer will have no trademark rights in SNIPFEED's trademarks.

3.2   **Customer IP.** Except for the rights expressly granted herein, Customer and its licensors retain all right, title and interest, including all intellectual property rights, in and to the content of any Customer Messages. Any and all use of Customer's trademarks by SNIPFEED will inure to the benefit of Customer and SNIPFEED will have no trademark rights in Customer's trademarks.

3.3   **Feedback.** Customer, SNIPFEED Creators, and Authorized Users may, from time to time, provide Feedback to SNIPFEED with respect to the Service. Any Feedback is given voluntarily, and SNIPFEED may use, disclose, reproduce, modify, commercialize, license, distribute and exploit Feedback freely, in its sole discretion, without any restriction or obligation of any kind.

3.4   **Privacy.** SNIPFEED's collection, use, and disclosure of personal information in connection with the Service is described SNIPFEED's Privacy Policy (as defined in Section 10.5 below).

3.5   **Security.** SNIPFEED shall implement and maintain administrative, physical and technical safeguards designed to protect SNIPFEED's systems from attacks and any unauthorized intrusions and prevent any unauthorized collection, use or disclosure of or access to personal information, as described in the DPA (as defined in Section 10.6 below).

4. **Invoicing & Payment**

4.1   **General.** Customer will pay SNIPFEED in U.S. dollars all fees specified in an Order Form, in the amounts and at the times specified therein. Payments will be made pursuant to SNIPFEED's payment instructions. Charges are exclusive of taxes. Billing shall start as of the date Customer first subscribe to the pro plan. Except as otherwise specified herein or in an Order Form, all fees are due Immediately from the date of SNIPFEED's invoice, all payment obligations hereunder are non-cancelable, and all fees paid hereunder are non-refundable. If payment is not received at the date of the purchase, SNIPFEED may, without limiting any of its other rights or remedies, suspend Customer's access to the Service until overdue amounts are paid in full.

4.2   **Additional Paid Features.** The use of some Service features may require a payment or fee on a per order, per use, subscription, or other basis, including applicable taxes. To the extent such features include Additional Terms (defined below) provided by SNIPFEED in conflict with this Agreement, such Additional Terms will control. Customer agrees to pay all payments due under this Agreement or any applicable Additional Terms. Unless stated otherwise, you will be charged at the time of purchase. **ANY AND ALL PAYMENTS TO SNIPFEED ARE FINAL, NON-CANCELABLE, AND NON-REFUNDABLE.** If Customer makes a payment card payment to SNIPFEED, Customer agrees to provide SNIPFEED's third party payment processor with certain information in order to complete the transaction. Customer shall keep all such payment information current. SNIPFEED may update Customer's method of payment using information provided by third party payment service providers. Customer authorizes SNIPFEED to continue to charge the applicable method of payment following any update to Customer's payment Information.

4.3   **Subscription and Free Trials.** SNIPFEED may offer certain Service features for which access and use is purchased or made available on a time-limited basis (each a "Subscription"). The fee for a Subscription will be charged at regular intervals based on the applicable subscription date as shown to Customer on checkout, starting at the time of purchase. **THE SUBSCRIPTION WILL RENEW AUTOMATICALLY AT THE END OF EACH SUBSCRIPTION PERIOD UNLESS AND UNTIL CUSTOMER CANCELS.** The amount of the Subscription fee may vary according to various factors (e.g., number of SNIPFEED Contacts, number of messages sent) as stated on the applicable rate card or otherwise negotiated. Customer's Subscription may include a free trial period ("Free Trial"). At the start of each such Free Trial, Customer may be charged a nominal fee in order to ensure payment information is accurate. Thereafter, Customer will have access to the specified Service feature without payment for the period specified in the offer (subject to any Additional Terms, which may limit or condition use of the Service feature during the Free Trial). Customer may only cancel a subscription by contacting SNIPFEED at legal@snipfeed.co. Unless Customer cancels Free Trial before the end of the

Free Trial period, the Free Trial will automatically convert into a paid Subscription and Customer will be charged all applicable fees and taxes for such Subscription.

5. Term & Termination

5.1 Term of Agreement. Unless otherwise provided in an Order Form, this Agreement commences on the Effective Date and continues until all Subscription Terms have expired or been terminated.

5.2 Termination Rights. Either party may terminate this Agreement (including all related Order Forms) if the other party: (a) fails to cure any material breach of this Agreement within 30 days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days). SNIPFEED may terminate this Agreement (including all related Order Forms) immediately upon written notice to Customer for any violation of Sections 2.2, 2.5 or the AUP.

5.3 Effects of Termination.

a)   Immediately upon expiration or termination of this Agreement, Customer, SNIPFEED Creators and Authorized Users must cease all use of the Service.

b)   SNIPFEED is not obligated to delete copies of Customer Messages retained in SNIPFEED's databases or automated archives generated by SNIPFEED; provided, however, that any retained Customer Messages will remain subject to this Agreement until are destroyed, or until archives no longer include copies of Customer Messages, as applicable. For avoidance of doubt, SNIPFEED shall have no obligation or liability to Customer for compliance matters after the expiration or termination of the Agreement, e.g. without limitation with respect to opt-out notices received by SNIPFEED from a SNIPFEED Contact (or an unregistered individual who texts a SNIPFEED Number).

c)   All accrued and unpaid payment obligations and those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

6.   Limited Warranties

6.1 Authority. Each party represents and warrants to the other that: (a) it has the authority and possesses all requisite rights to enter into this Agreement and to perform all of its obligations hereunder; (b) its contracting entity duly, if applicable, is duly organized, validly existing and in good standing under the laws of the state of its organization; (c) its exercise of its rights and performance of its obligations hereunder will at all times comply with Applicable Laws; and (d) the individual executing this Agreement such party's behalf has the authority to do so.

6.2 By Customer. Customer further represents, warrants, and covenants that: (a) it owns or otherwise has sufficient rights to the Customer Data to grant the rights and licenses set forth herein; (b) the posting and use of Customer Data on or through the Service does not and will not violate this Agreement or any Applicable Laws; (c) Customer will not upload or otherwise throughput via the Service any Restricted Data or other Customer Data containing sensitive or special categories of information as defined in applicable data protection and privacy laws, including without limitation the CCPA and California Privacy Rights Act; (d) the upload, posting or other submission of Customer Data to the Service does not and will not result in a breach of contract between Customer and any third party; (e) Customer will not knowingly collect personally identifiable information from children under thirteen (13) when using the Service; and (f) when using the Service, Customer will, and will cause SNIPFEED Creators and Authorized Users to: (i) comply and maintain appropriate records to demonstrate its compliance with this Agreement and Applicable Laws; (ii) ensure the content of all Customer Messages comply with this Agreement and Applicable Laws; (iii) with respect to Customer Data, send Customer Messages only to SNIPFEED Contacts from whom Customer has obtained all necessary and legally required consent to do so in accordance with its obligations under Applicable Laws; (iv) promptly notify SNIPFEED of all requests made by SNIPFEED Contacts (or unregistered individuals who text a SNIPFEED Number) to stop receiving Customer or System Messages from SNIPFEED on behalf of Customer; and (v) verify any previously collected list of SNIPFEED Contacts (or unregistered individuals who text a SNIPFEED Number) has been collected such that any Customer Messages and System Messages can be sent to

these recipients in accordance with Applicable Laws. Customer's responsibilities as set forth in this Section 6.2 and this Agreement will remain the sole responsibility and liability of Customer notwithstanding that SNIPFEED may offer templates, advice, guidance or suggestions relating to any of the matters that are Customer's responsibility and notwithstanding that SNIPFEED may be engaged to provide services related to such responsibilities of Customer.

6.3   **No Implied Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS. ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, ARE HEREBY EXPRESSLY DISCLAIMED BY SNIPFEED TO THE MAXIMUM EXTENT PERMITTED BY LAW. SNIPFEED DOES NOT WARRANT THAT THE SERVICE, OR ACCESS THERETO, WILL BE ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, CURRENT OR UNINTERRUPTED OR THAT ALL ERRORS CAN OR WILL BE CORRECTED. ACCESS TO AND USE OF THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF TELECOMMUNICATIONS NETWORKS, THE INTERNET, ELECTRONIC COMMUNICATIONS AND THIRD PARTY MATERIALS. SNIPFEED IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE OR LOSS RESULTING FROM SUCH PROBLEMS.

7.   Indemnification

7.1   **SNIPFEED Obligations.** SNIPFEED will defend or, at its option, settle any claim brought against Customer by an unaffiliated third party to the extent such claim alleges that the Service infringes or misappropriates any intellectual property right of any third party, and will pay the amount of any resulting adverse final judgment or approved settlement. In the event of a claim under the foregoing, SNIPFEED may, in its sole discretion: (a) secure the right for Customer to continue using the Service; (b) replace the infringing portion of the Service; or (c) terminate this Agreement and refund to Customer on a pro rata basis the unused portion of any pre-paid fees. Notwithstanding the foregoing, SNIPFEED shall have no obligation hereunder with respect to any claim attributable to (i) Customer's use or combination of the Service with any other software or hardware not supported by SNIPFEED; (ii) any modification of the Service by Customer; (iii) Customer's use of any version of the Service other than the current version; or (iv) Customer's breach of this Agreement, failure to use the Service in accordance with any documentation made available by SNIPFEED, or Customer's gross negligence or willful misconduct. This Section 7.1 states SNIPFEED's sole obligation, and Customer's sole and exclusive remedy, in the event of any claim.

7.2   **Customer Obligations.** Customer will indemnify, defend and hold SNIPFEED, including its respective directors, officers, employees, agents, successors, and assigns ("**SNIPFEED Indemnitee(s)**") harmless from and against any losses, damages, liabilities, debts, and expenses, including reasonable attorneys' and experts' fees that may be incurred by a SNIPFEED Indemnitee in relation to any claim, demand, suit, inquiry, or cause of action relating to or arising from any (a) alleged use of the Service by Customer resulting in any alleged violation of this Agreement or Applicable Laws;
(b) alleged breach of Customer's representations, warranties, covenants or obligations in this Agreement;
(c) Customer Data uploaded, transmitted or otherwise provided to the Service and SNIPFEED's use, transmission, access, disclosure, or other processing thereof; or (d) allegation that Customer used the Service, or otherwise caused SNIPFEED, to send or receive Customer or System Messages in violation of any Applicable Laws.

7.3   **Process.** The applicable Indemnitee must provide the indemnifying party with (a) prompt written notice of the claim (failure to provide prompt notice does not affect the indemnifying party's obligations except to the extent that the indemnifying party is actually prejudiced by the failure); (b) control over the defense and settlement of the claim, though the indemnifying party may not enter into any settlements on the applicable Indemnitee's behalf that require the applicable Indemnitee to admit liability or pay money without the applicable Indemnitee's written consent, such consent to settlements not to be unreasonably withheld; and (c) proper and full information and assistance to settle and/or defend the claim. Notwithstanding the foregoing, the applicable Indemnitee has the right to employ separate counsel and participate in the defense at its sole expense.

8. Limitation of Liability

8.1 **No Indirect Damages.** In no event will SNIPFEED (including its directors, officers, employees, representatives, agents and suppliers) have any liability arising out of or related to this Agreement for any lost profits, revenue, goodwill, or indirect, special, cover, punitive, incidental or consequential damages, whether an action is in contract or tort and regardless of the theory of liability, even if SNIPFEED has been advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by applicable law.

8.2 **Limit on Damages.** Under no circumstances will SNIPFEED's (including its directors, officers, employees, representatives, agents and suppliers) aggregate, cumulative liability under this Agreement, whether in contract, tort or under any other theory of liability, exceed (a) the fees paid or payable by Customer to SNIPFEED during the twelve-month period prior to the event(s) giving rise to the liability, or (b) $2,000, whichever is greater.

8.3 **Acknowledgement.** Customer acknowledges and agrees that all warranty disclaimers, limitations of remedies, exclusions of damages and limitations of liability in this Agreement are a material bargained-for basis of this Agreement and have been taken into account and relied upon by SNIPFEED in offering the Service for use by Customer

9. Definitions

9.1 "**Applicable Laws**" means all applicable federal, provincial, state, and local laws, regulations, and rules that may govern Customer Messages, including, without limitation, the California Consumer Protection Act, California's Invasion of Privacy Act, the Telephone Consumer Protection Act and its implementing rules and regulations, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the Federal Trade Commission's Telemarketing Sales Rule, the CAN-SPAM Act of 2013, the Personal Information Protection and Electronic Documents Act, provincial privacy legislation, Canada's Anti- Spam Legislation ("CASL"), and all laws in other jurisdictions similar to those identified above; and all applicable industry guidelines and best practices. For clarity, this also includes any telecommunication carrier rules on message content and restrictions to prevent spam-like behavior.

9.2 "**Authorized Users**" means individuals granted permission by a SNIPFEED Creator to use the Service under Section 1.3 above.

9.3 "**Beta Feature**" means a new, experimental or temporary Service feature or functionality.

9.4 "**SNIPFEED Creator**" means an individual or entity assigned a SNIPFEED Number by Customer for use under its account. For clarity, Customer itself may be a SNIPFEED Creator.

9.5 "**SNIPFEED Contacts**" means the individuals who (i) have signed up to message with a SNIPFEED Creator via the Service after texting its SNIPFEED Number, and (ii) have not opted out.

9.6 "**Customer Data**" means all data, information and other materials uploaded, transmitted or otherwise provided to or through the Service by Licensee or its Authorized Users, but expressly excluding any Feedback.

9.7 "**SNIPFEED Number**" means a unique telephone phone number or other communication account identifier issued by SNIPFEED that is provisioned for use with the Service.

9.8 "**Customer Messages**" means all messages sent from Customer's SNIPFEED Numbers, other than System Messages.

9.9 "**Effective Date**" means the specified date on Customer's initial Order Form.

9.10 "**Feedback**" means suggestions, comments, corrections, ideas, enhancement or feature requests or other information.

9.11 "**Order Form**" means an order form for the Service that has been signed by the parties.

9.12 "**Restricted Data**" means (i) protected health information regulated by the Health Insurance Portability and Accountability Act (HIPAA) or medical information governed by state healthcare privacy laws; (ii) Social Security numbers, driver's license numbers or other government-issued identification

numbers; (iii) financial information, banking account numbers or passwords, or information regulated by the Gramm-Leach-Bliley Act; (iv) payment card data regulated by the Payment Card Industry Data Security Standards; (v) biometric data regulated by biometric privacy laws; (vi) online account passwords, mother's maiden name or date of birth, (vii) criminal history, (viii) racial, ethnic, political or religious affiliation, trade union Contactship, or information about sexual life or sexual orientation or other information that constitutes "special categories of data" regulated by the GDPR (except as expressly permitted by the AUP rules regarding Prohibited Contact Info); or (ix) Personal Information of children under 13 years of age regulated by COPPA or under the age requiring parental consent for purposes of applicable privacy laws.

9.13   "**Service**" means SNIPFEED's messaging platform and its social media platform (including web applications), any related documentation, and any updates and enhancements made to the foregoing by or for SNIPFEED.

9.14   "**Sponsor**" means, if applicable, a third party that has a relationship with Customer and SNIPFEED, and such third party elects, in a written agreement with SNIPFEED, to assume payment for Customer's account, in whole or in part. This may include but is not limited to such third party's affiliates, even if such affiliate does not assume payment for Customer's account.

9.15   "**System Messages**" means: (i) the reply message sent to each person the first time they message a SNIPFEED Number; (ii) the confirmation message sent to each new SNIPFEED Contact upon signing up to receive Customer Messages; (iii) the reminder message sent the next day to each person who sent a message to a SNIPFEED Number if they have not yet signed up to receive Customer Messages (if enabled in the SNIPFEED Creator's account settings); (iv) the reply message sent in response to any "HELP" or "STOP" message; and (v) similar messages that SNIPFEED determines are necessary or appropriate for compliance with applicable laws, rules, regulations, or to administer, manage, or otherwise enable the functionality of the Service. For clarity, any System Message which is modified at Customer's request shall be deemed a Customer Message, even if Customer's proposed modifications were reviewed and approved by SNIPFEED.

9.16   "**Territory**" means the United States, Canada, and any other country or territory as may be designated by SNIPFEED in its sole discretion. Nothing in this Agreement (including in any addenda or supplemental terms) signifies that SNIPFEED offers or plans to offer the Service in any particular country or territory, even when such country/territory or its laws are explicitly named or otherwise referenced.

9.17   "**Third Party Materials**" means any and all third party owned or operated hardware, software or other materials used in connection with the Service, including without limitation modems, leased circuits, processors, servers and other communications hardware and software (e.g., "firmware," "freeware," "open source" or otherwise).

10. Incorporated Addenda and Supplemental Terms

The following addenda and supplemental terms are hereby incorporated into the Agreement (each as may be updated from time to time by SNIPFEED) and shall apply to Customer, its SNIPFEED Creators and their respective Authorized Users:

1. **AUP.** Customer's access and use of the Service shall at all times comply with SNIPFEED's Acceptable Use Policy ("**AUP**")**.** Any account, content, or message that violates the Acceptable Use Policy, as interpreted by SNIPFEED, may be removed, blocked, or otherwise restricted.
2. **Data export and Import Addendum.** Any and all exports and imports of data or information from the Service by Customer, if applicable, shall be subject to SNIPFEED's Data export and import addendum. SNIPFEED further reserves the right to decline any data export SNIPFEED deems inconsistent with the AUP.
3. **Privacy Policy.** SNIPFEED's collection, use, and disclosure of personal information in connection with the Service is described in SNIPFEED's "**Privacy Policy**".
4. **DPA.** SNIPFEED's processing of data in connection with the Service (including by its subprocessors) and SNIPFEED's information security policies, processes and administrative and technical controls are described in SNIPFEED's Data Processing Addendum ("**DPA**")
5. **Additional Terms.** SNIPFEED may from time to time incorporate herein additional policies, terms, or other addenda ("**Additional Terms**") to enable new Service features and functionality (including Beta features). Use of any such features or functionality are expressly conditioned on

Customer's acceptance of any applicable Additional Terms. Notice of Additional Terms and subsequent use of the corresponding features/functionality by Customer shall constitute acceptance.

11. <u>Miscellaneous</u>

11.1 **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party; provided, that SNIPFEED may assign this Agreement without consent: (a) to an affiliate; (b) to an acquirer or the surviving entity in connection with any merger, consolidation, or sale of all or substantially all of its stock or assets; or (c) in connection with any transaction or series of transactions resulting in a change of control of SNIPFEED. Any attempted assignment in violation of the foregoing will be void. Subject to the foregoing, this Agreement will be binding on each party and its respective successors and permitted assigns.

11.2 **Confidentiality.** Each party shall keep confidential and not disclose the terms of this Agreement except as follows: (a) to its attorneys, directors and representatives on a "need-to-know" basis (but in all cases only to the extent such party is subject to restrictions relating to use of data at least as restrictive as those applicable to the party pursuant to this Agreement); (b) to enforce its rights hereunder; or (c) as required by applicable laws, rules, regulations and orders of any governmental authority or a court order upon advance written notice provided as soon as reasonably practicable to the other party (if such notice is permitted).

11.3 **Force Majeure.** No failure, delay or default in performance of any obligation of a party (other than a payment obligation) shall constitute an event of default or breach of this Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control of such party, including action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood, terrorist act; war; riot; theft; epidemic, pandemic or quarantine; earthquake, tornado or other natural disaster; failure or diminishment of power or telecommunications or data networks or services; distributed denial of service (DDoS) or other cyberattacks; or refusal of a license by a government agency. The party affected by such cause shall take all reasonable actions to minimize the consequences of any such cause.

11.4 **Entire Agreement.** This Agreement sets forth the entire agreement between the parties concerning the subject matter hereof and supersedes all prior written or oral commitments, arrangements, or understandings with respect thereto. In the event of a conflict between this Agreement and any applicable click-through terms agreed to by Customer, a SNIPFEED Creator, or an Authorized User, this Agreement will control.

11.5 **Arbitration.** All disputes arising out of or related to this Agreement or any aspect of the relationship between SNIPFEED and Customer (including any communications between the parties), whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury. Customer acknowledges and agrees that it is waiving its right to trial by a jury. Such disputes include, without limitation, disputes arising out of or relating to interpretation or application of this arbitration provision, including the enforceability, revocability, or validity of the arbitration provision or any portion of the arbitration provision. All such matters will be decided by an arbitrator and not by a court or judge. Customer agrees that any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted and Customer is agreeing to give up the ability to participate in a class action. The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by this Agreement. The Consumer Arbitration Rules are available online at https://www.adr.org/sites/default/files/Consumer%20Rules.pdf. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by SNIPFEED or the Customer that an in-person hearing is appropriate. Any in-person appearances will be held at a location that is reasonably convenient to both parties with due consideration of their ability to travel and other relevant circumstances. If the parties are unable to agree on a location, the AAA or the arbitrator will determine the location. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and

enforced in any court having jurisdiction thereof. Customer may opt out of this arbitration provision by emailing SNIPFEED at legal@snipfeed.co with Customer first name, last name, phone number, and address within 30 days of accepting this Agreement, with a statement that Customer declines this arbitration provision. Notwithstanding any of the foregoing, nothing in these Terms will prevent a party from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against either party.

11.6   Notices. All notices must be in writing and sent: (a) if to Customer, to the email address set forth in the initial Order Form; and (b) if to SNIPFEED, to

Snipfeed.co
538 Broadway St #2
Venice, CA 90291, USA

Notice will be treated as given on receipt, as confirmed by written or electronic means. Either party may update its address as described in this paragraph. Customer service inquiries may be made via email at legal@snipfeed.co.

11.7   Other. No amendment or modification to this Agreement will be valid or binding unless made in writing and signed by both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. Each party will bear its own costs and expenses unless otherwise expressly provided for in this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together constitute one agreement. Signatures delivered via electronic delivery (e.g., DocuSign) will be deemed to bind each party as if they were original signatures. If any provision of this Agreement is found to be unenforceable, invalid or otherwise contrary to law, it and any related provisions are to be interpreted to best accomplish the unenforceable provision's essential purpose, and all other provisions in this Agreement will continue in full force and effect. There are no third-party beneficiaries to this Agreement. A party's failure to enforce any provision of this Agreement will not constitute a waiver.

11.8   Publicity. SNIPFEED may identify/include Customer and/or its SNIPFEED Creators (including their respective social media posts featuring their use of the Service) on SNIPFEED's websites/applications and in any presentations, marketing materials, customer lists, directories, case studies and other marketing-related activities.

Data Imports and Exports Addendum

IMPORTS

This binding addendum (this "**Addendum**") is between SNIPFEED. ("**SNIPFEED**") and Customer and supplements the SNIPFEED Customer Terms or the Platform Terms (the "**Agreement**") between SNIPFEED and Customer. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to supplement and amend the Agreement as follows:

1.   **Data Imports; License**

Subject to SNIPFEED's then-current data import functionality and policies (including, without limitation, SNIPFEED's requirements regarding form and formatting of imported data), SNIPFEED will ingest certain data, information and other materials uploaded, transmitted or otherwise provided to or through the Service by Customer and/or its SNIPFEED Creators, including without limitation pre-collected telephone numbers (collectively, "**Data Imports**") so as to permit SNIPFEED Creators to send messages via SNIPFEED Numbers solely to individuals residing in the United States, Canada and France (and other Territories as may be added by SNIPFEED from time to time, if any). Customer hereby grants to SNIPFEED a non-exclusive license to host, copy, process, use, transmit and disclose all Data Imports as necessary to perform its obligations and exercise its rights under this Addendum and the Agreement.

2. Representations and Warranties

Customer, for itself and on behalf of its SNIPFEED Creators and Authorized Users, represents, warrants, and covenants that:

- it owns or otherwise has all necessary rights to the Data Imports to grant to SNIPFEED all rights and licenses set forth herein;
- SNIPFEED's ingestion and use of Data Imports on or through the Service does not and will not violate Applicable Law, the AUP, or the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or other rights of any person or entity;
- Customer/SNIPFEED Creators will not upload or otherwise provide any Data Imports to the Service that contain any Restricted Data;
- the upload, posting or other submission of Data Imports to the Service does not and will not result in a breach of contract between Customer/SNIPFEED Creators and any third party;
- Customer/SNIPFEED Creators will not knowingly collect personally identifiable information from children under thirteen
- in connection with Data Imports and/or the Service; and
- when using the Service to send messages, Customer will, and will cause SNIPFEED Creators and Authorized Users to: (i) comply and maintain appropriate records to demonstrate its compliance with all Applicable Laws and the AUP; (ii) ensure the content of all messages complies with Applicable Laws and the AUP; (iii) send messages only to individuals from whom Customer has obtained all necessary and legally required consent to do so in accordance with its obligations under Applicable Laws; (iv) promptly notify SNIPFEED of all requests made by individuals to stop receiving messages from SNIPFEED on behalf of Customer; and (v) verify any previously collected Data Imports have been collected in accordance with Applicable Laws.

Customer's responsibilities as set forth in this Section 2 and the Agreement will remain the sole responsibility and liability of Customer notwithstanding that SNIPFEED may offer templates, advice, guidance or suggestions relating to any of the matters that are Customer's responsibility and notwithstanding that SNIPFEED may be engaged to provide services related to such responsibilities of Customer.

3. Indemnification

Customer will indemnify, defend and hold SNIPFEED, its affiliates, and their respective directors, officers, employees, agents, successors, and assigns (each, a "**SNIPFEED Indemnitee**") harmless from and against any losses, damages, liabilities, debts, and expenses, including reasonable attorneys' and experts' fees that may be incurred by a SNIPFEED Indemnitee in relation to any demand, suit, cause of action or governmental/regulatory inquiry/proceeding arising from or relating to any (a) use of the Service by Customer or any SNIPFEED Creators, Authorized User or SNIPFEED Creator in violation of this Addendum, the Agreement, Applicable Laws or the AUP; (b) breach Customer's representations, warranties or covenants contained herein; (c) Data Imports uploaded, transmitted or otherwise provided to the Service and/or SNIPFEED's use thereof in the exercise of its rights or performance of its obligations hereunder; or (d) allegation that Customer, a SNIPFEED Creator or Authorized User used the Service, or otherwise caused SNIPFEED, to send messages in violation of any Applicable Laws. Customer may not enter into any settlement on a SNIPFEED Indemnitee's behalf without the SNIPFEED Indemnitee's prior written consent. Each SNIPFEED Indemnitee shall have the right to employ separate counsel and participate in its defense at its sole expense.

EXPORTS

This SNIPFEED Data Imports and exports Addendum ("IEA") is between SNIPFEED.co, ("**SNIPFEED**") and Customer and supplements the SNIPFEED Customer Terms or the Platform Terms (the "**Agreement**") between SNIPFEED and Customer. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement. Customer has requested that SNIPFEED

provide it with an export of certain information from the Service ("**Export Data**"). As condition precedent to the provision of such Export Data, Customer agrees as follows:

1. Representations and Warranties.

Customer (for itself, its SNIPFEED Creators and Authorized Users) represents and warrants that: (a) it will only use Customer Data consistent with Customer's written privacy policy and Applicable Laws; and (b) with respect to any Export Data from any individual residing in California, it shall not sell such Export Data or any portion thereof, except as would be consistent with the California Consumer Privacy Act.

2. Additional Restrictions.

Except with SNIPFEED's prior written consent, Customer shall not, directly or indirectly, use any phone numbers included in Export Data (if any) to call or send text messages to any individual. Customer acknowledges and agrees that Export Data will be provided only via processes and procedures determined by SNIPFEED in its sole discretion. SNIPFEED reserves the right to decline any provision of Export Data that SNIPFEED in its sole discretion deems is inconsistent with its Acceptable Use Policy, Terms, or Applicable Laws.

3. Third Party Authorizations.

Customer acknowledges and agrees that this data Imports and exports Addendum ("IEA") authorizes SNIPFEED to deliver Export Data only to Customer (i.e., the specific Customer person or entity identified on the applicable Order From or otherwise party to the Agreement) and their Sponsor, if applicable. SNIPFEED shall have no obligation to deliver any Export Data to any third party or any SNIPFEED Creator or Authorized User not party to the agreement absent prior written agreement between SNIPFEED and Customer.

Data Protection Addendum

Last Updated: 30 July 2022

This Data Protection Addendum ("*Addendum*") forms part of the agreement between Customer and SNIPFEED covering Customer's use of the Services (as defined below) ("*Agreement*").

1. **Definitions.**

"**Data Protection Law**" means any applicable data protection laws including national implementing legislation, ordinances, rules, regulations and lawful orders of any public authority to which a party is subject in connection with the Agreement, including, as applicable, the GDPR and the CCPA.

"*Controller*" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

"*Customer Data*": means any Personal Data Processed by SNIPFEED on Customer's behalf in connection with its use of the Service (e.g., the login information of Customer's seats, data collected via custom data fields on behalf of a specific Customer, imported audience lists and CRM data to drive SNIPFEED sign ups and/or generate audiences on the Services). Customer Data does not include SNIPFEED Data.

"**SNIPFEED Data**" means any Personal Data collected by SNIPFEED, including user registration data for its Services (e.g., the name, date of birth, gender identity, city, email, and phone number of an individual signing up as a SNIPFEED Contact), any related user data Processed by SNIPFEED in connection with use of the platform (e.g., timestamp for join date, message content), and phone

numbers, messages, and metadata from incoming texts to SNIPFEED Creators. For clarity, SNIPFEED Data does not include Customer Data, such as imported audiences prior to such Individuals signing up to be a SNIPFEED Contact.

"**Data**" includes "**SNIPFEED Data**" and "**Customer Data**":

"**SNIPFEED Privacy Policy**" means the privacy notice for the Services

"**Processor**" means the entity which processes personal data on behalf of the controller.
"*processing*" (and "*process*") means any operation or set of operations performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

"**Security Incident**" means a confirmed or reasonably suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data.

"**Services**" means any service or product provided to Customer by SNIPFEED.

"**sub-processor**" means (a) SNIPFEED, when SNIPFEED is processing Customer Content and where Customer is a processor of such Customer Content or (b) any third-party processor engaged by SNIPFEED to process Customer Content in order to provide the Services to Customer. For the avoidance of doubt, telecommunication providers are not sub-processors.

"**Third Party Request**" means any request, correspondence, inquiry, or complaint from a data subject, regulatory authority, or third party.

"**Data Subject Request**" means a request from an Individual to exercise data privacy rights afforded to them under applicable Data Protection Law.

"**GDPR**" means the a) General Data Protection Regulation 2016/679 and b) the General Data Protection Regulation 2016/679 as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, and applicable secondary legislation made under that Act.

"**CCPA**" means the California Consumer Privacy Act of 2018.

"**Severability**". The provisions of this DPA are severable. If any phrase, clause or provision is invalid, inapplicable, or unenforceable in whole or in part, such invalidity, inapplicability, or unenforceability shall affect only such phrase, clause or provision, and the rest of this DPA shall remain in full force and effect.

Capitalized terms not defined in this Section 1 will have the meaning given to them in this Addendum or the Agreement.

2. Relationship of the Parties

2.1   SNIPFEED as a Processor. The parties acknowledge and agree that with regard to the processing of Customer Content, Customer may act either as a controller or processor and SNIPFEED is a processor. SNIPFEED will process Customer Content in accordance with Customer's instructions as set forth in Section 5 (Customer Instructions).

2.2   SNIPFEED as a Controller of Customer Data and SNIPFEED Data. The parties acknowledge that, with regard to the processing of Data, Customer is a controller and SNIPFEED is an independent controller, not a joint controller with Customer. SNIPFEED will process Data as a controller in order to
(a) manage the relationship with Customer; (b) carry out SNIPFEED's core business operations, such as accounting and filing taxes; (c) detect, prevent, or investigate security incidents, fraud, and other abuse or misuse of the Services; (d) perform identity verification; (e) as otherwise permitted under

Applicable Data Protection Law and in accordance with this Addendum, the Agreement, and the SNIPFEED Privacy policy.

3. Purpose Limitation

SNIPFEED will process data in order to provide the Services in accordance with the Agreement.

4. Compliance.

SNIPFEED will Process Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions, and each use of the Service (including any use by Authorized Users) then constitutes further documented instructions. Additional instructions outside the scope of the Agreement and DPA will be agreed to between the parties in writing, including any additional fees that may be payable by Customer for carrying out such additional instructions. If SNIPFEED cannot reasonably comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, SNIPFEED will immediately notify Customer. Without limiting the foregoing, SNIPFEED shall not "sell" Customer Data if and to the extent such term is defined under Data Protection Law. SNIPFEED hereby certifies that it understands the restrictions set forth in this section and will comply with them.

5. Customer Instructions.

Customer appoints SNIPFEED as a processor to process Customer Data on behalf of, and in accordance with, Customer's instructions (a) as set forth in the Agreement, this Addendum, and as otherwise necessary to provide the Services to Customer, and which includes investigating security incidents and preventing spam, fraudulent activity, and violations of the SNIPFEED Acceptable Use Policy, and detecting and preventing network exploits or abuse; (b) as necessary to comply with applicable law or regulation, including Applicable Data Protection Law; and (c) as otherwise agreed in writing between the parties ("Permitted Purposes").

5.1   Lawfulness of Instructions. Customer will ensure that its instructions comply with Applicable Data Protection Law. Customer acknowledges that SNIPFEED is neither responsible for determining which laws or regulations are applicable to Customer's business nor whether SNIPFEED's provision of the Services meets or will meet the requirements of such laws or regulations. Customer will ensure that SNIPFEED's processing of Customer data, when done in accordance with Customer's instructions, will not cause SNIPFEED to violate any applicable law or regulation, including Applicable Data Protection Law. SNIPFEED will inform Customer if it becomes aware, or reasonably believes, that Customer's instructions violate any applicable law or regulation, including Applicable Data Protection Law.

5.2   Additional Instructions. Additional instructions outside the scope of the Agreement or this Addendum will be agreed to between the parties in writing, including any additional fees that may be payable by Customer to SNIPFEED for carrying out such additional instructions.

6. Confidentiality

6.1   Responding to Third Party Requests. In the event any such request is made directly to SNIPFEED, SNIPFEED will not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If SNIPFEED is required to respond to such a request, SNIPFEED will promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

6.2   Confidentiality Obligations of SNIPFEED Personnel. SNIPFEED will ensure that any person it authorizes to process Customer data has agreed to protect personal data in accordance with SNIPFEED's confidentiality obligations in the Agreement.

7. Sub-processors

Customer acknowledges and agrees that SNIPFEED may engage third-party Sub-processors in connection with the provision of the Service. Any such Sub-processor will be permitted to customer data only to the extent needed to deliver the Services. None of this customer data is used for any promotional purposes, or shared with third parties for their promotional purposes. If Customer objects to any new Subprocessor that has been added to the list, it may terminate the Agreement with written notice to SNIPFEED that includes legitimate and documented grounds for the objection.

8. Data Subject Rights.

The Consumer has the following rights: a) the right to request disclosure of the data collection and sales practices in connection with the requesting consumer, including the categories of personal information SNIPFEED has collected, the source of the information, and SNIPFEES's use of the information; b) the right to request a copy of the specific personal information collected about the Consumer during the 12 months before their request; c) the right to have such information deleted (subject to exceptions in the CCPA); and d) the right not to be discriminated against because they exercised any of these rights under the CCPA.

9. Impact Assessments and Consultations.

SNIPFEED will provide reasonable cooperation to Customer in connection with any data protection impact assessment (at Customer's expense only if such reasonable cooperation will require SNIPFEED to assign significant resources to that effort) or consultations with regulatory authorities that may be required in accordance with Applicable Data Protection Law.

10. Deletion of Customer Content.

Customer hereby instructs SNIPFEED at the expiration or earlier termination of the Agreement to delete all Customer Data within SNIPFEED's possession or control without undue delay, unless applicable law requires retention. SNIPFEED is not obligated to delete Customer Data retained in automated archives generated by SNIPFEED; provided, however, that Customer Data contained in such archives will remain subject to this DPA until such archives are destroyed, or until they no longer include Customer Data (whichever is sooner).

11. Audits.

At Customer's request, SNIPFEED will make available information to Customer which is necessary to demonstrate compliance with this DPA. To the extent Customer's audit requirements under Data Protection Law cannot reasonably be satisfied through audit reports, documentation or compliance information SNIPFEED makes generally available to its customers, SNIPFEED will promptly respond to Customer's additional audit instructions. Before the commencement of an audit, Customer and SNIPFEED will mutually agree upon the scope, timing, duration, control and evidence requirements, and fees for the audit, provided that this requirement to agree will not permit SNIPFEED to unreasonably delay performance of the audit. To the extent needed to perform the audit, SNIPFEED will make the Processing systems, facilities and supporting documentation relevant to the processing of Customer Data by SNIPFEED and its Subprocessors available. Such an audit will be conducted by an independent, accredited third-party audit firm, during regular business hours, with reasonable advance notice to SNIPFEED, subject to reasonable confidentiality procedures. Neither Customer nor the auditor will have access to any data from SNIPFEED's other customers or to SNIPFEED systems or facilities not involved in the Service. Customer is responsible for all costs and fees related to such audit, including

all reasonable costs and fees for any and all time SNIPFEED expends for any such audit, in addition to the rates for services performed by SNIPFEED. If the audit report generated as a result of Customer's audit includes any finding of material non-compliance, Customer shall share such audit report with SNIPFEED and SNIPFEED shall promptly cure any material non-compliance.

12. **Cross Border Data Transfer Mechanisms for Data Transfers**.

In the event of a restricted transfer of Customer Data via the Services from the European Economic Area, the United Kingdom, or Switzerland to another territory not recognized by the applicable competent regulatory authority or governmental body as providing an adequate level of protection for Personal Data, the parties will agree to Standard Contractual Clauses. Any transfer of Customer Data from SNIPFEED to a Subprocessor shall be done in compliance with a permitted legal mechanism or agreement as required under Data Protection Law, including, as applicable, the Standard Contractual Clauses, which Customer authorizes SNIPFEED to enter into with a Subprocessor on Customer's behalf.

13. **Failure to Perform.**

In the event that changes in law or regulation render performance of this Addendum impossible or commercially unreasonable, the parties may renegotiate this Addendum in good faith. If renegotiation would not cure the impossibility or the parties cannot reach an agreement, the parties may mutually agree to terminate the Agreement for convenience.

14. **Updates.**

SNIPFEED may update the terms of this Addendum from time to time; provided, however, SNIPFEED will provide at least thirty (30) days prior written notice to Customer when an update is required as a result of (a) changes in Applicable Data Protection Law; (b) a merger, acquisition, or other similar transaction; or (c) the release of new products or services or material changes to any of the existing Services.

Subprocessors List

Last Updated:

30 July 2022

Below is a list of subprocessors used by SNIPFEED in Processing Customers' Personal Data.

Amazon Web Services, Cloud infrastructure, USA

Google, Email, calendar, and file sharing, USA **Slack**,

Chat, notifications about support tickets, USA **Stripe**,

Billing platform and payment processing, USA

Twilio, SMS messaging & email communications, USA